

STATE OF TEXAS
COUNTY OF HARRIS

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CONTRACT
BY AND BETWEEN
THE GOODMAN CORPORATION
AND
BUFFALO BAYOU PARTNERSHIP

THIS CONTRACT is hereby entered into by and between **The Goodman Corporation** (Consultant) and Buffalo Bayou Partnership (Client).

WITNESSETH

WHEREAS, Client has identified the need for professional administration services to assist with Marron Park Way CDBG-MIT Administration Program Services;

WHEREAS, Client has issued a Request for Proposal (RFP) for professional administration services in accordance with U.S. Department of Housing and Urban Development requirements;

WHEREAS, Client has selected Consultant to perform various professional administration services including project and grant management, grant execution, environmental, procurement oversight, construction administration and compliance, and grant reporting and close out;

WHEREAS, Consultant agrees to all requirements contained in Client's RFP, and all representations contained with the Consultant's response are specifically incorporated by reference as an integral part of this Contract, with equal legal effect;

WHEREAS, Client and Consultant desire to enter into this Firm Fixed Price contract and have agreed on a fee rate schedule which is reflected in the Consultant's response to the Client's RFP;

NOW, THEREFORE, IT IS HEREBY AGREED that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

ARTICLE I: SCOPE OF SERVICES

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *ATTACHMENT C*.

ARTICLE II: CONTRACT PERIOD

This Contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties per the Scope of Services defined in *ATTACHMENT C*. Any work performed or cost incurred before or after the contract period will be ineligible for reimbursement.

ARTICLE III: COORDINATION AND REPORTS

A. Coordination. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. Inspection of Work. Consultant shall permit Client to inspect and review activities relating to its performance under this Contract. Consultant shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

C. Brief Progress Reports. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

ARTICLE IV: COMPENSATION

Consultant shall be paid on a lump sum, percent of completion fee basis for the performance of the Scope of Services defined in *ATTACHMENT C* in an amount set forth therein. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

ARTICLE V: METHOD AND SCHEDULE OF PAYMENT

A. Payment Requests. Consultant shall submit monthly invoices for services rendered on the basis of a percentage of completion per task unless otherwise specified. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE III: Coordination and Reports. Client shall pay invoices within thirty (30) days of receipt thereof.

B. Adjustments. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE IV: Compensation may be adjusted in accordance with the provision of ARTICLE VI: Changes of this Contract by amending this original agreement.

C. Final Payment. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

ARTICLE VI: CHANGES

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

ARTICLE VII: OWNERSHIP OF MATERIALS

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE IV: Compensation for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at

Client's sole risk and without liability or legal exposure to Consultant.

ARTICLE VIII: TERMINATION

Client, may terminate this contract, in whole or in part, when it is in the Client's interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this contract is terminated, the Client shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

A. Procedure. In the event of such termination prior to completion of the Scope of Services provided for in *ATTACHMENT C*, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

B. Default. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

- 1) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

ARTICLE IX: PROHIBITED INTEREST

No employee, officer, or agent of Client shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer, or agent;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs, or is about to employ, such individuals;

has a financial or other interest in the firm selected for award. Client's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant, potential consultants, or parties of subcontracts with this contract.

ARTICLE X - ASSIGNABILITY

Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *ATTACHMENT C*. All subconsultants retained by Consultant shall adhere to the terms of this Contract and federal compliance requirements. Consultant shall not assign this Contract without prior written consent with the Client. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract and federal compliance requirements.

ARTICLE XI - SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and all other provisions shall remain in full force and effect. If any provision of this Contract is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

ARTICLE XII – VENUE

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Harris County, Texas.

ARTICLE XIII: COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, Client shall have the right to annul this Contract without liability, or at its discretion to deduct from this Contract, the price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XIV: INDEMNIFICATION

Consultant shall indemnify and hold harmless Client, its officers, agents, and employees against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

ARTICLE XV: ACCESS TO RECORDS

Consultant agrees that Client shall have, until the expiration of three (3) years after termination or expiration of this Contract, access to and right to examine any directly pertinent documents, papers, and records developed by Consultant as a part of its work under this Contract.

ARTICLE XVI: FORCE MAJEURE EVENT

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake,

volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (“Force Majeure Event”).

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

ARTICLE XVII: AGREEMENT DOCUMENTS

The services authorized by this agreement will be performed in accordance with other documents referenced in or attached to this agreement. The following documents form the agreement:

ATTACHMENT A – REQUEST FOR PROPOSAL

ATTACHMENT B – RFP RESPONSE


ATTACHMENT C – SCOPE OF SERVICES AND BUDGET

ATTACHMENT D – INSURANCE REQUIREMENTS FOR CONTRACTORS

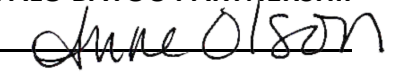
ATTACHMENT E – LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate originals and it shall be effective the 25 day of August, 2023.

THE GOODMAN CORPORATION

BY: 
Barry M. Goodman
President

BUFFALO BAYOU PARTNERSHIP

BY: 
Name: Anne Olson
Title: Anne Olson

ATTACHMENT A – REQUEST FOR PROPOSAL

Request for Proposal (RFP) for Administration Professional Services

April 20, 2023

Re: Marron Park Way CDBG -MIT Administration Program Services

Dear Service Providers:

Attached is a copy of the Buffalo Bayou Partnership's (BBP) Request for Proposals ("RFP") for Professional Administration Services. These services are being solicited to assist the BBP in its implementation of a roadway project for the Marron Park Way (please see attached Scope of Work). The project anticipates use of Federal Community Development Block Grant Mitigation (CDBG-MIT) grant funds through the U.S Department of Housing and Urban Development (HUD), as administered by the City of Houston (City) Housing and Community Development Department (HCDD) and is subject to Section 3, Pay or Play (POP), MWSBE, and other applicable compliance requirements terms and conditions administered by the City.

BBP reserves the right to reject any and all proposals.

Submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications via Email and (2) hard copies to the address below:

Nat Schyma
Buffalo Bayou Partnership
1019 Commerce Street, Suite 200
Houston Texas 77002
Email address: nschyma@buffalobayou.org

Questions and additional information requests should be sent in writing via email to the solicitation contact above no later than 3:00 pm on May 05, 2023. Responses to questions or clarifications should be expected to be received on or before May 9, 2023.

The deadline for submission of proposals is 3:00 p.m. (CDT) on May 15th, 2023. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of the delay being outside the control of the submitting provider.

Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

BBP reserves the right to negotiate with any and all service providers submitting timely proposals.

Sincerely,



Ian Rosenberg
Vice President, Capital Projects and Planning

Attachments:

- RFP
- Scope of Work
- Administration Professional Services Rating Sheet
- Certification Regarding Lobbying
- Form 1295
- Letter of Intent Form
- Conflict of Interest Disclosure Form
- Section 3 Participation Plan Form
- 2 CFR 200 Contract Provisions
- Federal Regulation Compliance Packet

RFP for Professional Administration Services

BBP is seeking to contract with a qualified Professional Services Firm (individual/firm) to prepare and conduct administrative and project management, including but not limited to, oversight of the selection and oversight of engineering and design services, construction bidding and management, inspections, environmental management, project close-out, and other responsibilities as required by 2 CFR 200 guidelines.

The following outlines the RFP:

1. Scope of Work

Administration Services

A sample detailed Scope of Work (“SOW”) for CDBG administration services provided by the HCD is enclosed in this packet (see pages 7-9). The administration service provider to be hired will provide contract-related management services, including but not limited to the following:

Provider will administer and provide activity delivery [?]of roadway and related infrastructure project approved for CDBG-MIT funding. The selected service provider must follow all requirements of the HUD CDBG MIT program(s) as administered by the City of Houston (City) Housing and Community Development Department (HCD).

General Administration Services

- Administrative and Project Management
- Engineering Provider Selection
- Contractor Bidding
- Construction Management Support
- Environmental Services
- Project Close-out

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

2. Statement of Qualifications

BBP is seeking qualified professional administration service providers experienced in grant administration/activity delivery. Please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;
- A description of work performance and experience with FHWA, FTA, CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similarly funded projects, including a list of at least three references from past local clients, with information describing the relevancy of the previous performance;
- Describe which specific parts of the Scope of Work the service provider proposes to perform and which BBP Project Management would perform;
- Describe the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires.

3. Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet:.

Design and Construction Budget: \$4,800,000, Schematic Design Package enclosed.

BBP will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and woman owned business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best price proposal will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered. BBP reserves the right to negotiate pricing.

Fee markup, Cost Plus structures, and Reimbursable Expenses are not permitted on contracts. Time and material language will not be permitted, however, fully-burdened labor rates are permitted.

Upon the award of this contract, profit (either % / actual cost) must be identified and negotiated as a separate element of the price for any contract in excess of \$50,000.00.

4. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	40
Work Performance	30
Capacity to Perform	20
Proposed Cost	10
Total	100

5. Submission Requirements

- A **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that BBP may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **Section 3 Participation Plan** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award**. Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295** (enclosed). All contracts and contract amendments, extensions, or renewals will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.

- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

6. Contracting with small and minority businesses, woman owned business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms must be solicited in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and woman owned business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and woman owned business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration-
Dallas/Fort Worth District Office
150 Westpark Way, Ste. 130
Euless, TX 76040
214-572-9452
Website: <https://www.sba.gov/offices/district/tx/dallas-fort-worth>
Email: dfwdo.email@sba.gov

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205

888-215-2373 ext. 3000

Website:

<https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:

<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

[All Section 3, Pay or Play \(POP\) compliance requirements will need to have City HCD contact information for monitoring purposes.](#)

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposals in .pdf format via email to nschyma@buffalobayou.org

AND submit 2 copies of your proposal of services to the following address:

Natchaya Schyma

1019 Commerce Street, Suite 200

Houston, Texas 77002

Proposals must be received by BBP no later than 3:00 p.m. on May 15th, 2023 to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL by May 5th, 2023, by 3:00 p.m. . The BBP may, if appropriate, circulate the question and answer to all service providers submitted proposals.

SCOPE OF WORK

Administration Services

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help BBP and HCD fulfill Local State and Federal CDBG MIT statutory responsibilities related to recovery in connection with any federally-declared disaster. Providers will assist the City and grant recipients in completion of CDBG MIT activities. Respondents may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition/buyout, general administration, etc.). Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the HCD.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided by the selected respondent in conformance with the guidance documents and use forms provided by the subrecipient (i.e. BBP) utilizing City guidance. The providers shall furnish post-funding grant administrative services to complete the CDBG MIT project(s), including, but not limited to the following:

Post-Funding Services

Grant Administrator will provide Grant Administration Services required to complete roadway and infrastructure and other eligible projects approved for CDBG MIT funding. The selected service provider must follow all requirements by HUD and HCD.

Grant Administration Services

- a) General Administrative Duties:
 - i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
 - ii. Assist subrecipient in establishing and maintaining financial processes.
 - iii. Obtain and maintain copies of the subrecipient’s most current contract including all related change requests, revisions and attachments.
 - iv. Establish and maintain record keeping systems.
 - v. Assist subrecipient with resolving monitoring and audit findings.
 - vi. Serve as monitoring liaison.
 - vii. Assist subrecipient with resolving third party claims.
 - viii. Report suspected fraud to the City.
 - ix. Submit timely responses to the City requests for additional information.
 - x. Complete draw request forms and supporting documents.
 - xi. Facilitate outreach efforts, application intake, and eligibility review.
 - xii. Utilize and assist with City’s system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
 - xiii. The provider will compile and collate complete contract/bid packages that meet City program requirements for design/engineering. The packages will contain supporting documentation that meets or exceeds the requirements of the City’s program.
 - xiv. Submit change requests and all required documentation related to any change requests.
 - xv. Acquire and/or coordinate as necessary between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and City to effectuate the services required.
 - xvi. May assist in public hearings.
 - xvii. Will work with City’s system of records.
 - xviii. Provide monthly project status updates.
 - xix. Funding release will be based on deliverables identified in the contract.
 - xx. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
 - xxi. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for program funds.
- d. Implementation and coordination of Section 504 requirements.
- e. Program compliance.
- f. Ensure that fraud prevention and abuse practices are in place and being implemented.
- g. Prepare and submit all closeout documents.
- h. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- i. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

xxii. Perform any other administrative duty required to deliver the project in accordance with applicable requirements.

b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the City's system of records.
- ii. The provider may compile and collate complete contract/bid packages that meet City program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the City's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws / Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the City's system of records. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet City program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the City.
- vii. Reassignment scope alignment (if necessary).

c) Planning Duties:

- i. The provider will assist in the development, adoption, and implementation of a forward-looking comprehensive plan that may integrate hazard mitigation plans. This may include: base map, land use analysis, housing and population analysis, financial analysis for capital improvements.
- ii. The Provider will assist in the development, adoption, and implementation of a forward-looking hazard mitigation plan as dictated or required.

d) Environmental Services

- i. Review project to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
- iii. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
- iv. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- v. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
- vi. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- vii. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- viii. Complete and submit the environmental review into GLO's system of record;

- ix. Participate in at least one site visit to project location and completion of a field observation report;
- viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- x. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- xi. Process environmental review and clearance in accordance with NEPA;
- xii. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xiii. Prepare and submit Monthly Status Report; and
- xiv. Participate in regularly scheduled progress meetings.

e) Acquisition Duties:

- i. Submit acquisition reports and related documents
- ii. Establish acquisition files (if necessary)
- iii. Complete acquisition activities (if necessary)

Administration Professional Services Rating Sheet

Grant Recipient _____

Program(s) CDBG MIT

Name of Respondent _____

Evaluator's Name _____

Date of Rating _____

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent. Respondents proposing to offer specific services (environmental or buyout only) will be scored only on those services.

Experience

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	_____
3. Related experience/background with specific services:		_____
a. Administrative, construction management, and related acquisition	10	_____
b. Environmental review	5	_____
c. Buyout management (if not applicable score '0')	5	_____
4. References from current/past clients	5	_____
Subtotal, Experience	40	_____

Work Performance

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Submits requests to client/City in a timely manner	5	_____
2. Responds to client/City requests in a timely manner	5	_____
3. Past client/City projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/City projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		_____
a. Administrative, construction management, and related acquisition	4	_____
b. Environmental review	4	_____
c. Buyout management (if not applicable score '0')	4	_____
2. Present and Projected Workloads	4	_____
3. Demonstrated understanding of scope of the CDBG MIT Project(s), as appropriate	4	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	10	_____
A = Lowest Proposal \$ _____ $A \div B \times 10 = \text{Respondent's Score}$	10	_____
B = Respondent's Proposal \$ _____		

TOTAL SCORE

<u>Factors</u>	<u>Max. Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	40	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	10	_____
Total Score	100	_____

Insert Certificate of Insurance

**Insert System for Award Management (SAM) record search for
company name and company principal**

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

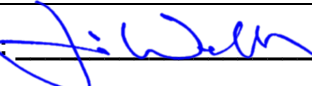
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee ier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Jim Webb, AICP, ENV SP</u> Title: <u>CEO</u> Telephone No.: <u>713-951-7951</u> Date: <u>4/24/2023</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

LETTER OF INTENT TO PERFORM AS A SECTION 3 BUSINESS CONCERN



To: City of Houston
Housing and Community Development Department

Project name: Marron Park Way

Project number: [Redacted]

Bid amount: [Redacted]

Section 3 goal: [Redacted]

This shall serve as [Redacted] commitment to enter into contract with the undersigned Section 3 Business Concern as indicated hereto.

[Redacted] is certified by the City of Houston, Housing and Community Development Department as a **Section 3 Business Concern** and prepared to perform the work described below in connection with the above project (Specify in detail work items or parts thereof to be performed):

[Redacted]

at an estimated amount of (\$) [Redacted] or [Redacted] contract value.
% of the total

The Prime contractor will enter into a formal agreement for work with the above-named Section 3 Business Concern contingent upon execution of a contract with the City of Houston.

The undersigned subcontractor acknowledges participation is contingent upon contract award to the Prime Contractor.

Prime Contractor

Prime Contractor
Signature

Title

Date

Section 3 Business Concern

Section 3 Business Concern
Signature

Title

Date



COMPLETED BY BUSINESS ENTITIES

INFORMATION

Name of Organization:
Address:

DISCLOSURE

Is any employee, director, officer, or anyone else associated with your organization, or any of their immediate family member(s)*, currently or within the past year an employee, agent, consultant, officer, elected or appointed official, sub-recipient, or vendor of the City of Houston?

Yes (see below) No

**Includes, whether by blood, marriage, or adoption: spouse, parent (including a stepparent), child (including a stepchild), sibling (including a step-sibling), grandparent, grandchild, and in-laws.*

Please indicate the names, positions, and telephone numbers for each person applicable to the above question. Use additional forms as needed.

Name	Position and/or direct or indirect relationship with the City	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

APPLICANT SIGNATURES

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729. Under penalties of perjury, I/we certify that the information presented above is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Title 18, Section 1001 of the U.S. Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government. I/we understand that this application may be delayed or found ineligible if a conflict of interest is found to exist and no waiver is granted.

Name of Organization:
By: Date:
Name:
Title:

FOR PROGRAM STAFF USE ONLY

Does applicant list a potential conflict of interest? Yes (Forward to PGM) No (STOP-process normally) _____
Initials and Date

SECTION 3 PARTICIPATION PLAN



PROJECT #:

CONTRACTOR INFORMATION

Business Name:	<input type="radio"/> Prime <input type="radio"/> Sub
Business Address:	
Project Title:	Certified Section 3 Business Concern <input type="radio"/> Yes <input type="radio"/> No

PART I: BACKGROUND ON SECTION 3

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain Department of Housing and Urban Development financial assistance shall, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low persons.

PART II: SECTION 3 COMPLIANCE REQUIREMENTS

Section 3 compliance applies to all Prime and Subcontractors with a contract in excess of \$100,000.00 for housing, construction, housing rehabilitation, and/or other public construction. Prime and Subcontractors at the aforementioned threshold amount are required to demonstrate a plan to meet goal requirements with a Statement of Compliance. Subcontractors with a contract of less than \$100,000.00 are not subject to the above rule.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for contractors to hire new persons to complete Section 3 covered contract activities. The General Contractor and all subcontractors are subject to comply with Section 3 requirements and regulations as outlined in 24 CFR part 75 and must commit to:

- 25% of all project labor hours must be performed by Section 3 Workers¹
- 5% of all project labor hours must be performed by Section 3 Targeted Workers²

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need to subcontract any portion of a contract to another business. The Section 3 Subcontracting goals require contractors and subcontractors to make good faith effort effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns as follows:

- **Construction Contracts (Hard Costs):** 10% of the construction budget is required to be directed to Section 3 Business Concerns; and
- **Non-Construction (Soft Cost):** 3% of the non-construction budget is required to be directed to Section 3 Business Concerns

PART III: SECTION 3 TRIGGER

I do anticipate hiring Section 3 Workers or Section Targeted Workers to work on this contract.

I do not anticipate hiring Section 3 Workers or Section Targeted Workers to work on this contract.

***IF THERE IS NO ANTICIPATED NEED FOR HIRING, ON THIS PROJECT, CHECK BOTH BOXES ABOVE ***

1. A "Section 3 Worker" is an individual whose income for the previous or current calendar year is below HUD income limits, is employed by a Section 3 Business Concern or a Youth Build participant.
2. A "Section 3 Targeted Worker" is an individual who is employed by a Section 3 Business and currently fits or when hired within the past five(5) years fits, one of the following criteria:
 - i. Living with the service area or the neighborhood or the project; and
 - ii. A YouthBuild participant.
3. A "Section 3 Business Concern" is a business that provides evidence to qualify under one of the following HUD Regulations categories:
 - Category 1 - 51% owned and controlled by low-income person(s); or
 - Category 2 - 75% of business labor hours are performed by low-income persons; or
 - Category 3 - 51% owned and controlled by current public housing residents or residents who currently live in Section 8 assisted housing.

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of April 5, 2022.**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(2) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

	<p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II I
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the	2 CFR 200 APPENDIX II (H)

	governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE’s contractors must comply with Section 6002 of the Solid Waste Disposal Act. ⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement. ⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000. ⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding,</p>	

	<p>if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p>	2 CFR 200.216

	<p>a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;</p> <p>b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or</p> <p>c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p>	2 CFR 200.321

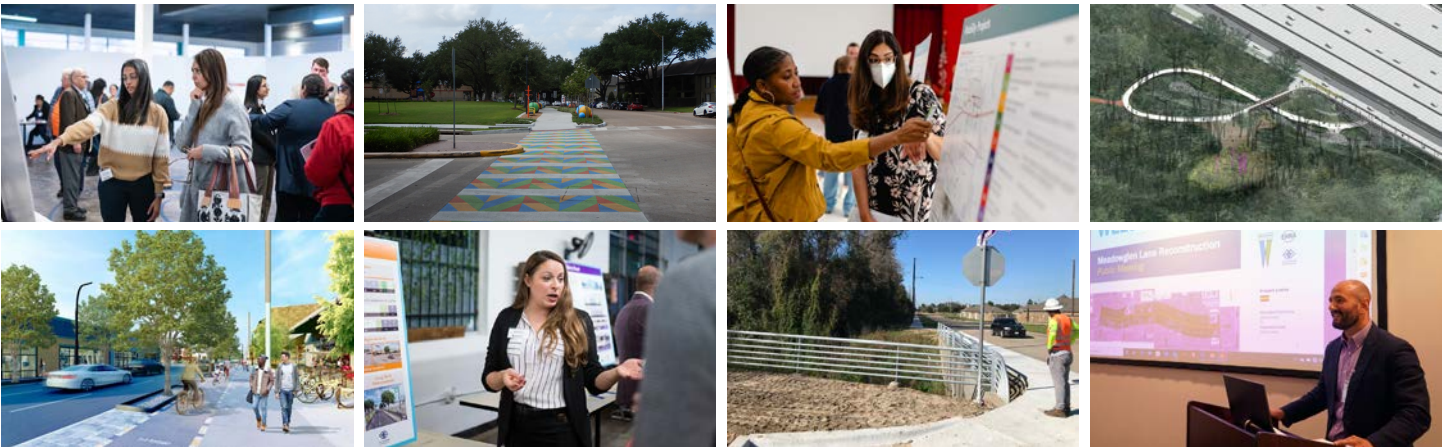
	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153 . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG MIT funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

ATTACHMENT B – RFP RESPONSE

BUFFALO BAYOU PARTNERSHIP (BBP)

Response to Request for Proposals (RFP) for Professional Administration Services
Marron Park Way CDBG-MIT Grant Management



Submitted to:



**Buffalo Bayou
Partnership**

Submitted by:



**THE GOODMAN
CORPORATION**

Contact:

Jim Webb, AICP, ENV SP
The Goodman Corporation
3200 Travis Street, Suite 200
Houston, TX 77006
(713) 951-7951
jwebb@thegoodmancorp.com
www.thegoodmancorp.com

Small
Business
Enterprise
(SBE)
Certifications:



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3	1. Letter of Transmittal
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12	3. Work Performance
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32	5. Proposed Cost
33	6. Forms & Certifications



May 29, 2023

Natchaya Schyma, Capital Projects Associate
Buffalo Bayou Partnership
1019 Commerce Street, Suite 200
Houston, TX 77002**Re: RFP Response - Professional Administration Services**

Dear Ms. Schyma and members of the Evaluation Committee,

The Goodman Corporation (TGC) is pleased to submit the attached proposal in response to the Buffalo Bayou Partnership (BBP)'s Request for Proposals for Professional Administration Services.

What separates us from other firms? We bring 43 years of experience in the planning, pursuit of funding, and design/development of mobility and transportation projects across Texas – as well as a robust understanding of governmental processes and intergovernmental coordination. Our team are subject matter experts in all facets of various grant programs, including the HUD, EDA, EPA, TxDOT, FHWA, FTA, FRA, among others, due to previous staff experience working for agencies like the Texas Department of Transportation (TxDOT) and Metropolitan Planning Organizations such as the Houston-Galveston Area Council (H-GAC). We bring a unique understanding of agency funding priorities, goals, objectives, and programmatic and compliance requirements.

Our Local Presence & Commitment to Community: TGC is familiar with the scope and breadth of the Buffalo Bayou East Master Plan through our work with the Buffalo Bayou Partnership, East End District, East Downtown Redevelopment Authority, and the Harrisburg TIRZ. TGC has assembled complementary planning documentation related to the Master Plan, which identifies a series of logical connections to and from the Marron Parkway area. As a professional services firm based in Houston, TX, our mission is to **connect capital to communities** through holistic and innovative planning, engineering, and funding approaches. Our decades of grantsmanship experience and funding successes have been multimodal and spanned several subject areas and discretionary funding opportunities. **We have managed over \$200M in funds and secured over \$1.5B** in funding for our client base. Specific examples include recent work for various counties, cities, and statewide Management Districts and Redevelopment Authorities.

Meet the TGC Team: The TGC team is comprised of highly skilled professionals who carry out their responsibilities with the utmost care and attention to detail to ensure successful project delivery while safeguarding clients' resources. TGC Vice President Greg Goodman will serve as Project Manager. He will be supported by Stephanie Kirschner, AICP, Environmental Technical Lead; Kara McManus, Civil Rights and Compliance Lead; Ashish Ghosh, PE; and Margaret Palacios for general administrative support. TGC Chief Executive Officer, Jim Webb, AICP, ENV SP, will serve as Project Principal and provide strategic direction for TGC work efforts.

We understand the scope of work as outlined in the RFP and are committed to providing quality service. Our team will leverage our expertise, relationships and experience to bring unparalleled benefit to the BBP. TGC is a Small Business Enterprise (SBE) certified firm headquartered locally in Houston, TX. We are in good standing with the Secretary of State and hold no conflict of interest with the BBP. If any questions or requests for additional information in support of this submittal, please do not hesitate to call me at (713) 951-7951 or email me at jwebb@thegoodmancorp.com. We appreciate this opportunity and look forward to presenting our team qualifications to your Evaluation Committee. Thank you!

Sincerely,

Jim Webb, AICP, ENV SP
Project Principal & Chief Executive OfficerGreg Goodman
Project Manager & Vice President

2. Qualifications & Experience



THE GOODMAN CORPORATION

SECURED \$1.5 BILLION
IN FUNDING FOR OUR
CLIENT BASE
SINCE **1980**

About TGC: Connecting Capital to Communities

TGC **Connects Capital to Communities**. Established in 1980 by Barry M. Goodman, TGC is a Texas-based professional service firm with 43 years of planning, engineering, funding, and project management experience.

What separates us from other firms? Our approach revolves around identifying ways to help our clients and partners save local dollars through the leverage of discretionary grant opportunities and funding partnerships (public and private) towards priority project implementation. We bring a robust understanding of governmental processes and excel in intergovernmental coordination.

Innovation and feasibility are included in every solution we bring to the table. We excel in **grant management**, performance-based planning and project identification, evaluation, and prioritization using benefit cost analysis, environmental justice, and equity analysis as key components of our process. Complementarily, our engineering staff has substantial experience in engineering planning and design, project and program management, federal compliance, and construction management and administration. With a fundamental expertise in planning, we have the benefit of understanding projects from **concept** to development to construction implementation and **project closeout**.

We understand that **service and responsivity** is an integral part of any relationship, and we consider ourselves, where and when appropriate, to be an extension of client staff. We will leverage our professional experience and relationships to bring unparalleled benefit to the BBP.



+\$200M Funds Managed

+\$1.5B Funds Secured

+\$3B Projects Completed

Grant Management and Compliance Services



TGC Funding Success

We help our clients plan, develop, and implement priority projects in a way in which allows them to be most attractive for supplemental funding. This involves intelligent planning/engineering, an understanding of federal and state grant requirements, and a skill for quantifying and communicating project benefits to key decision makers. Over TGC's 43 year history, we have continued to introduce new techniques in our grantsmanship – from innovative finance strategies to improved technical approaches in analysis, data collection, feasibility assessments, compliance, record-keeping, and management. TGC brings the technical capacity, relationships, experience, and know-how to strategically prepare project applications to target funding opportunities when they arise.

From 2011 to 2022 we have secured over \$530M for our client base:

Project Type/Category		Funding Achieved for Clients
Construction	\$	515,227,000
Design	\$	5,246,000
Operations	\$	5,126,000
Planning	\$	4,704,000
Other	\$	113,000
2011-2022 TGC Funding:	\$	530,416,000

Our Projects Across Texas: Funding Identification to Final Implementation



Houston, TX – Buffalo Bayou Partnership Connecting Buffalo Bayou East Planning Funds



Freeport, TX – Port Freeport Rail Improvements (CRISI Grant)Application



Galveston County, TX – Grant Writing Assistance (Various, RESTORE Act)



Waller, TX – Infrastructure & Economic Dev. Plan & Construction (TxDOT Funding)



Galveston, TX – Downtown Transit Terminal – Innovative Development



Paso Robles, CA – Fiber Optic Network Cable Replacement & Installation (EDA Funding)



Houston, TX – Shepherd and Durham RAISE Grant



Dayton, TX – Mobility & Infrastructure Strategy (H-GAC, TxDOT, HUD, FRA Funding)



Houston, TX – Memorial Park Conservancy Trail Funding



Fredericksburg, TX – Downtown Parking Facility



Galveston County, TX – Pelican Island Bridge Replacement



Houston, TX – Safe Sidewalks Planning & Design (H-GAC, TxDOT Funding)

Grant Administration Experience: Navigating Complexity with Interdisciplinary Expertise

TGC has extensive experience in all phases of grant initiation, management, and close out for a variety of state and federal funding agencies. **Our experience includes programs funded by:**



Upon award, TGC staff is equipped to coordinate every aspect of the grant administration process, from execution to close out. This coordination is inclusive of **National Environmental Policy Act (NEPA)** work and **Uniform Act** assistance. TGC has experience in the completion of Categorical Exclusion (CE) and Environmental Assessment (EA) for projects funded by all federal agencies. Our experience extends to include dozens of **TxDOT** funded projects.

Following the environmental process, our staff is equipped to administer all aspects of **project procurement, compliance, and civil rights**. Our experience in this arena includes frequent training of local government employees in these areas. Upon project completion, we complete a final audit of all materials and provide them to the client in the form of a digital database – this step ensures that all files are kept and retained per federal and state requirements.

Grant Application Development

TGC has an unmatched track record in the successful development of competitive grants. We have worked with federal grant applications at the City/County, university, non-governmental, and quasigovernmental level since inception. TGC brings an impressively diverse portfolio — from regional electrification of transit fleets to a variety of multi-modal connectivity and mobility infrastructure projects across the state.

Our success is rooted in our background as transportation and infrastructure planners. We start by understanding a project’s purpose and need, which allows us to develop a compelling project narrative and a technical benefit-cost analysis that evaluates the project’s societal benefits. Our work in comprehensive benefit-cost analyses and grant management has been applauded by federal and regional agencies, including the U.S. Department of Transportation, which featured one of our projects as a case study and best practice example.



Major successes include: Securing TIGER funds for the City of Houston Buffalo Bayou Trail system, funding for the Uptown Bus Rapid Transit project, and \$65M in funding for a BUILD grant to reconstruct the Shepherd-Durham corridor in Houston, TX.

Grantsmanship and funding successes have been multimodal and spanned several subject areas and discretionary funding opportunities for various government entities. Examples of the team’s expertise and ability to procure and manage grant funding are demonstrated through the following subject areas, projects, and categories:



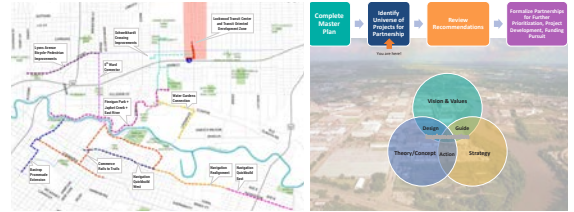
Harris County, TX

- Roadway
- Right-of-Way Accessibility
- Utilities / Public Infrastructure
- Public Safety
- Natural Resources
- Regional Services
- Multimodal Transportation
- Transit
- Environmental Justice
- Alternative/Electric Vehicles
- Aging/Paratransit Services
- Sustainability and Resiliency
- Information Technology
- Broadband
- Community/Economic Development
- Capital Projects/Facilities
- Master Planning
- Multimodal Infrastructure
- Parks and Recreation

Prior Work Performance with Buffalo Bayou Partnership

TGC was retained in 2020 to build upon the master plan and lead a series of stakeholder driven workshops to identify community driven multimodal mobility projects to enhance access to and from the proposed Bayou master plan area. The workshops involved key public stakeholders and provided an overview of the master plan, potential opportunities for area project collaboration, and a forum for key stakeholders to discuss priorities in their community.

TGC completed a summary report synthesizing the community projects identified into a program of projects of approximately \$50M. This report was then shared at a final work session to include all engaged stakeholders and has since been the basis for a variety of project funding requests, to include an \$800K funding request for detail design funding, and a \$10M request for construction phase efforts related to a specific project identified within the Connecting Buffalo Bayou East report.



Connecting Buffalo Bayou East Workshops & Report

Environmental Technical Experience

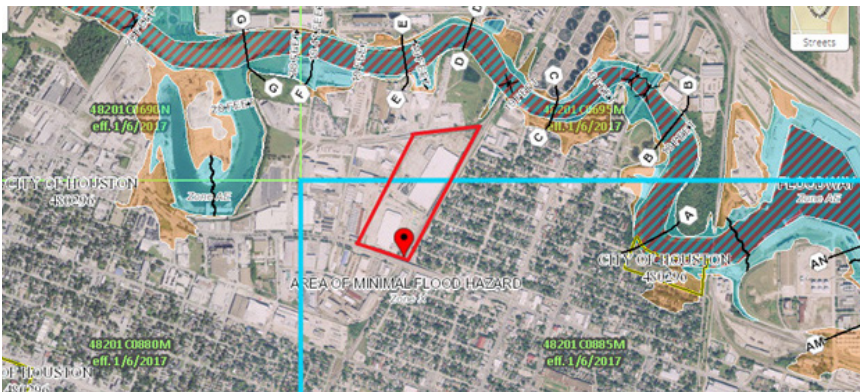
Our environmental specialists have extensive experience working with local, state, federal, and regional agencies on environmental approval processes. This includes familiarity with TxDOT, FTA, local requirements, and various state level agency requirements (such as SHPO, THC, TCEQ, etc.) We understand the importance of environmental due diligence from the perspective of professional, ethical, and fiscal responsibility. Our experience includes preparation of various types of environmental analysis and documentation. TGC has completed over 200 environmental documents for various entities in the following categories:

- Phase I Environmental Site Assessments (ESA)
- Federal Transit Administration (FTA) National Environmental Policy Act (NEPA) Documents
- Federal Highway Administration (FHWA) NEPA Documents
- U.S. Department of Housing and Urban Development (HUD) NEPA Documents
- U.S. Economic Development Administration (EDA) NEPA Documents
- National Environment Policy Act (NEPA) Preliminary Reviews
- Environmental Desktop Reviews
- Review, facilitation, and coordination of Soil and Groundwater Management Plans (SGMP)

TGC holds TxDOT Certifications in the following:



- Systems Planning
- Subarea/Corridor Planning
- Land Planning/Engineering
- Public Involvement
- Hazardous Materials Initial Site Assessment
- Environmental Document Preparation
- Roadway Design
- Traffic Engineering
- Intelligent Transportation Systems



Technical Analysis



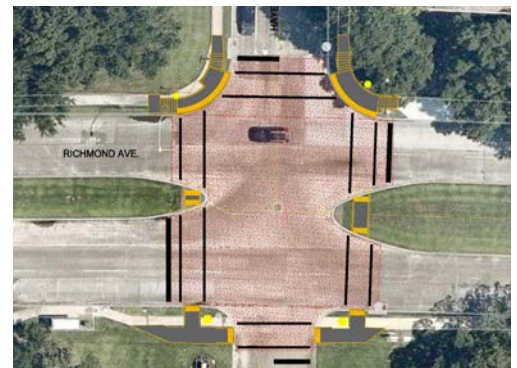
East End Maker Hub Environmental Assessment

Mobility Oriented Safety Planning Experience

TGC has significant experience in completing mobility related safety analysis both to evaluate previously identified projects and to identify safety-oriented needs within a given study area. TGC's approach for this process includes the following:

- Evaluating **crash data** to identify areas which have a high incidence of crash frequency and severity
- The completion of **community engagement** to identify areas of concern and to assist in overall project prioritization
- Parsing crash data via applicable **countermeasure codes** to assist in the development of improvements
- Validating proposed improvements via **preliminary engineering analysis** and the identification of schematic documents and cost estimates
- **Benefit cost analysis** based upon the proposed countermeasures, their cost, and the estimated reduction in future crash incidence
- The pursuit of discretionary funding through programs such as the **Highway Safety Improvement Program**, and the Federal Railroad Administration's **Consolidated Rail Infrastructure and Safety Improvement (CRISI)** program

TGC has used this process to leverage significant discretionary funding for safety improvements through programs such as HSIP, CRISI, and others. As a firm, we are proud of our work in this area – creating real life safety improvements for the communities we are a part of.



Mobility Related Safety Analyses

Right-of-Way Acquisition Experience

TGC is experienced in the acquisition of right-of way in various forms as consistent with federal Uniform Act requirements. Acquisition experience includes:

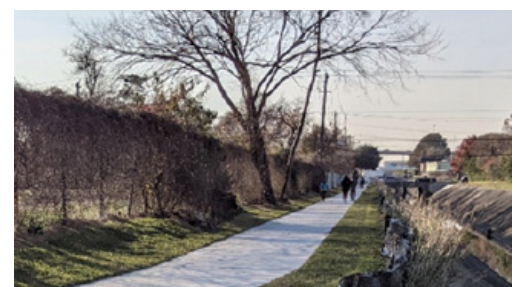
- Quit-claim deeds
- Special purpose and general easements
- License agreements
- Fee-simple
- Ground lease

We frequently provide consulting assistance towards third-party acquisition firms who are unfamiliar with Uniform Act requirements and help capture value through acquisition via the utilization of property value as local match towards federal and state funds. This process has enabled clients to minimize local funding commitments and leverage use of funds. We have assisted our client base acquire right-of-way for a variety of public-sector projects, to include:

- Public transportation
- Sidewalks and landscaping
- Hike and bike trails
- Roadways
- Bridges
- Facilities/Structures



Before



After

Bering Ditch Sidewalk (Houston, TX)

Experience with TxDOT Transportation Alternatives Set-Aside (TASA) & Safe Routes to School (SRTS) Projects

TGC has significant experience in the planning, pursuit of funding, and design/development of **Safe Routes to School (SRTS) / Transportation Alternatives Set-Aside projects (TASA)**. Our team has extensive experience in all facets of SRTS and TASA programs due to previous staff experience working for Metropolitan Planning Organizations such as the Houston Galveston Area Council (H-GAC) and Capital Area Metropolitan Planning Organization (CAMPO) and for the **Texas Department of Transportation (TxDOT)**. TGC staff experience working for those organizations have led to a unique understanding of agency funding priorities, goals, objectives, and programmatic and compliance requirements.

Conroe, TX



We have assembled several iterations of sidewalk and safe routes to school plans for the City from 2012 through present day. Work includes the completion of planning concepts, the completion of federal environmental clearance documentation, the completion of interlocal agreements towards local match from Conroe Independent School District, and the successful pursuit of federal funding (over \$5M) for implementation.

Westchase Management District, Houston, TX



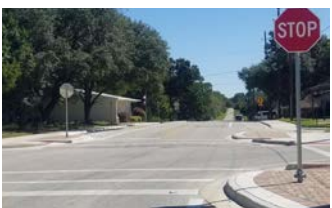
TGC has assisted the District in the pursuit of over \$30M in federal funding for sidewalks, ADA improvements, and associated transit improvements through a variety of funding opportunities, to include Transportation Alternatives program calls. TGC has completed planning, environmental documentation, and pursuit of funding for these efforts.

Texas City, TX



TGC assembled application materials, completed outreach, and facilitated environmental clearance for two sidewalk projects in Texas City, both funded through the 2018 TxDOT TASA Call for projects. TGC managed federal compliance and construction administration activities for these efforts and drafted interlocal agreements between the City and local public transportation provider relative to project implementation roles and responsibilities.

Waller, TX



TGC has incrementally planned, funded, and acted as the program manager for the build-out of sidewalk infrastructure throughout Downtown Waller and to connect to adjacent schools and activity centers. TGC has also completed environmental and grant management tasks as they relate to these projects.

Dayton, TX



As a component of the 2018 TxDOT TASA call for projects, TGC developed application materials, facilitated public engagement, and submitted applications for two (2) projects. Both projects were funded by TxDOT.

Other Related Skills: TGC has recent project development, funding, and design experience for a number of special districts and communities throughout Texas. Applicable skill sets include:

- Completion of benefit-cost analysis for sidewalk and bicycle projects
- Estimating users for pedestrian and bicycle facilities
- Completing safety studies and analysis for mobility projects
- Completion of detail design, traffic operations, and warrant analysis work for related project components.

Administrative & Intergovernmental Relations Experience

TGC has significant experience working with a variety of local, regional, and state partners, and we have maintained excellent relationships with all of them. We are very comfortable coordinating with elected officials at all levels to ensure awareness and support across all units of government.




TGC has historically been a central figure in Houston planning, development, and infrastructure projects. **We understand that for projects to be effectively planned, designed, and completed – effective coordination and communication is required at every step of the way.** The following (non-exhaustive!) list illustrates our most recent experience in coordinating activities between TIRZ, special districts, City of Houston, and other project partners to achieve success.

- Post, coordinate, and facilitate public meetings
- Manage meeting minutes and agenda items
- Coordinate activities amongst subcommittees
- Manage vendor and consultant contracts
- Facilitate and manage procurements
- Provide project management oversight
- Coordinate with interagency partners
- Complete public and stakeholder engagement
- Prepare, edit, and manage CIP documentation
- Discuss projects with city departments
- Negotiate cost sharing agreements
- Develop and review (interlocal) agreements
- Complete demographic/statistical analysis
- Manage budgets
- Prepare and adjust bylaws

We create, manage & provide administration assistance for local govts. throughout **Texas**



TGC Staff Facilitates Public Meeting

Project	Client	City Depts and Partners Involved	TGC Role
 <p>Quitman Street Reconstruction</p>	Greater Northside Management District	Public Works Houston METRO Harris County	TGC pursued \$1.5M in federal funding to reconstruct sidewalks within the Northside District. Post-grant award, TGC was effective in drafting interlocal agreements between the City, Houston METRO, and Harris County to grow the project to approximately \$8M to facilitate additional street repaving, landscaping, and other improvements.
 <p>Shepherd Durham Reconstruction</p>	Memorial Heights Redevelopment Authority	Public Works Mayors Office Planning EcoDev H-GAC FHWA TxDOT	TGC coordinated with the City of Houston and several federal and state officials towards an initial \$25M funding award for the project. The initial go/no-go decision involved coordination with several City Departments. Following initial award, TGC led an intensive campaign working closely with City staff and elected officials to advocate for an additional \$40M to be made available for the project through H-GAC.
 <p>Montrose Collective</p>	Radom Capital LLC	TIRZ 27 Houston Library Mayors Office EcoDev	In this case, TGC represented a private sector entity willing to incorporate a library and public parking into the project. TGC coordinated with the Mayors Office, Economic Development Department, Houston Public Library, and others to develop an agreement which provided mutual benefit to the City, TIRZ, general public, and the development interests.

Graphics & Communication

We understand a robust outreach plan starts with effective graphics and communication. TGC bring experience in various marketing and design services:

- Strategy: Key Messages and Positioning
- Content Marketing
- Advertising
- Brand Identity, Voice, and Guidelines
- Logo Design
- Production and Print Design

Key components of a project’s life cycle may involve stakeholder and public involvement, community engagement, and the coordination of public meetings and workshops. Successful outreach is often attributed to well-designed advertisements, promotion materials, and communication plans – consistency in branding and messaging is critical. People gravitate towards thoughtful designs. They respond to clear messaging and aesthetics.

Example work products:

Community Planning Graphics



Brochure Design



Flyer Print Design



Meeting Promotion Social Media Messaging and Graphics

Project Timeline



Web Design

Desktop / Mobile Views



Bus Wrap Design



3. Work Performance & References



THE GOODMAN CORPORATION

Work Performance

The value and true uniqueness of our project team is our ability to not only work across city departments, non-profits, and economic development corporations but also integrate community and legislative partnerships for larger impact. The following section is a sampling of prior work performance. With TGC, our clients gain a dynamic resource and can assess capital projects from every angle — be it community collaboration, economic development, or quality of life improvements.

No matter the technical complexity, we blend consistent award-winning processes with subject matter experts and prepare and implement compelling and impactful applications and projects.

Featured Grant/Funding Entity



U.S. Housing and Urban Development (HUD)



U.S. Department of the Treasury (USDT)



Economic Development Administration (EDA)

Performance Highlights

Timely Response	Completed on Schedule	High Quality Deliverables
Minimum to No Errors and Client Monitoring	Effective Budget Management	Effective QA/QC Process

References

Patrick Ezzell
Managing Director of Economic Development and Infrastructure
patrick@eastenddistrict.com
(832) 498-5803

John Isom
Executive Director
Waller Economic Development Corporation
jisom@wallerdc.org
(936) 931-5151

Spencer Schneider
City Manager
City of Giddings, TX
sschneider@giddings.net
(979) 540-2710

Select Ongoing and Completed Projects

Project/Location	Grant/Funding Entity	Task	Status
Shepherd & Durham – Houston, TX	BUILD Grant – U.S. Department of Transportation (US DOT)	Pursuit of \$25M BUILD grant, procurement, grant management, and construction phase compliance	Ongoing, in construction phase
RESTORE Funding – Galveston County, TX	Texas Commission on Environmental Quality (TCEQ)	\$10M in TCEQ funding via the RESTORE Act, grant utilization planning, procurement, grant management, design/construction phase compliance	Bid Phase
Community Broadband – Paso Robles, CA	U.S. Economic Development Administration (EDA)	Pursuit of \$3M EDA grant for municipal broadband, procurement, grant management, and construction phase compliance	Ongoing, in design phase
W140 Detention Basin Deepening – Houston, TX	U.S. Environmental Protection Agency (EPA)	Pursuit of \$3.6M EPA grant for drainage, procurement, grant management, and construction phase compliance	Ongoing, in design phase
Off-System Highway Safety Program Development – Various	Texas Department of Transportation (TxDOT)	Pursuit of over \$5M in transportation safety funding for statewide projects, procurement, grant management, design/construction phase compliance	Completed/Bid/Ongoing (dependent upon project)
Transit Facilities – Texas City, TX	Federal Transit Administration (FTA)	Pursuit of \$2.5M in FTA funding to build transit facilities, procurement, grant management, design/construction phase compliance	Project completed
TCEQ Solid Waste Grant – Houston, TX	Texas Commission on Environmental Quality (TCEQ)	Pursuit of \$500k in TCEQ funding to support litter and trash abatement via new community program	Implementation phase



East End Maker Hub - Urban Partnerships Community Development Corporation

Timeframe
2020

Client
Urban Partnership
Community
Development
Corporation (UPCDC)

Services provided

- NEPA Review and Hazardous Materials Assessment
- Intergovernmental Coordination

In 2020 TGC was retained by Urban Partnership Community Development Corporation (UPCDC) to complete Phase 1 and National Environmental Policy Act (NEPA) documentation associated with the East End Maker Hub project. This project involved a variety of funding sources inclusive of CDBG resources. TGC was successful in retaining environmental clearance documentation and satisfying Texas Commission on Environmental Quality (TCEQ) requirements related to Municipal Settings Designation (MSD) on a timeline which allowed for the successful utilization of grant funding.





Joint HUD Project - Midtown Redevelopment Authority | OST Alameda Redevelopment Authority | Greater Southeast Management District

Timeframe
2020

Client

- Midtown Redevelopment Authority
- OST Alameda Redevelopment Authority
- Greater Southeast Management District

Services provided

- Grant Management
- Intergovernmental Coordination

TGC was successful in coordinating a tri-party funding agreement between the three listed agencies and the Department of Housing and Urban Development to implement targeted mobility improvements throughout Midtown Houston and the Third Ward. TGC drafted a series of interlocal agreements and sub-recipient documentation to facilitate an organized contractual structure and a logical flow of federal funding. TGC is currently responsible for grant management, National Environmental Policy Act (NEPA), project reporting, and related requirements.



HUD Funded Downtown Improvements - Dayton, TX

Timeframe
2019

Client

City of Dayton, TX

Services provided

- Funding Pursuit
- Grant Management

TGC was successful in securing and coordinating HUD funded Downtown sidewalk improvements for the City of Dayton, Texas in 2019. The funding was awarded through a Texas Department of Agriculture process (state administrator for non-entitlement CDBG resources). TGC assembled the successful application and managed and coordinated project execution successfully.



Texas City Levee RESTORE Act Project

Timeframe
2021 - Present

Client

Galveston County

Services provided

- Grant Management
- Federal Compliance Oversight
- Procurements

TGC was awarded the Galveston County RESTORE Act Project/Regulator & Grant Writing Assistance project in 2021 to assist the County with managing \$6.7M in RESTORE Act funded projects associated with rehabilitation of the Texas City Levee system. TGC assisted with the following:

- Development of the RESTORE Act Workplan for TCEQ/Treasury,
- Development of procurements for five (5) projects identified in the workplan, and
- Federal Compliance Oversight through the bidding and construction project phases as well as fulfillment of administrative requirements, including required reporting.

City of Giddings EDA Grant Development

Timeframe
July 2020

Client
-City of Giddings, TX
-Giddings Economic Development Corporation (GEDC)

Services provided

- Desktop Environmental Assessment
- Economic Benefits Quantification
- Grant Preparation
- Intergovernmental Coordination
- Preliminary Engineering

As a result of the CARES Act, the Economic Development Administration (EDA) made available \$1.5B in funding for economic development projects with a nexus towards job attraction, creation, and retention as it related to the 'new normal' of working from home, telemedicine, and a dire need to support small business. TGC was able to develop a project, based on the in-progress Downtown Economic Development Strategic Plan, which aligns with the EDA's goals for the CARES Act funding opportunity.

TGC completed the project's planning elements, project renderings, cost estimates, economic benefits quantification, job creation/attraction metrics, and project support documentation in approximately 30 days for a submission to the EDA. TGC coordinated closely with the Capital Area Council of Governments and the Austin Regional Office of the Economic Development Administration to ensure a complete and thorough response.



City of Paso Robles EDA Pre-Award Grant Administration & Compliance

Timeframe
March - Sept. 2021

Client
City of Paso Robles, CA

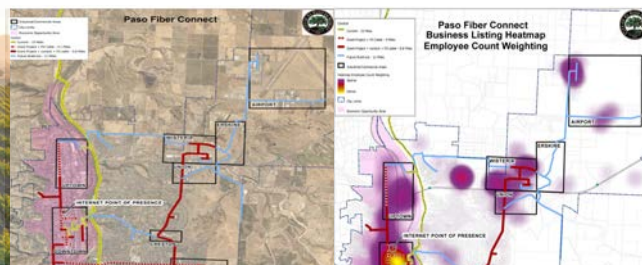
Services provided

- Post-grant application submission support
- Additional NEPA support
- Intergovernmental Coordination

As part of a prior contract, TGC worked with the City of Paso Robles and the City's consultant Magellan Advisors in development of a grant application to fund a portion of the City's municipal fiber-optic network project that was responsive to the EDA's investment priorities and the notice of funding opportunity (NOFO) specific to the CARES Act funding aimed at recovery from the COVID-19 pandemic.

After the application was submitted in Grants.gov, TGC worked on behalf of the City to answer post submission questions as well as augment and make application changes at the request of EDA representatives and reviewers. TGC staff that had contributed to the application development, including NEPA and federal compliance, also participated in post-application submission activities.

In 2021, the City was awarded \$2.8M by the EDA for their Fiber Optic Network Cable Replacement and Installation Project.



Additional Experience

Shepherd and Durham BUILD and H-GAC Funding Success – Houston, TX



Services Provided:

- Advanced Planning
- Intergovernmental Coordination
- Funding Pursuit
- Benefit Cost Analysis
- Grant Management and Compliance

TGC was hired by the Memorial Heights Redevelopment Authority to advance the reconstruction of Shepherd and Durham Drives, two principal arterials with major multimodal access and safety needs. Through a series of applications and through persistence, \$65M was ultimately awarded to the project via two grants – one through the Federal Highway Administration’s BUILD program and another through the Houston-Galveston Area Council. Today, TGC is managing construction administration and compliance efforts for the BUILD-funded project and is working to advance the second phase through the TxDOT process.

TxDOT Off-System Highway Safety Program Development – Houston, TX



Services Provided:

- Transportation Safety Analysis
- Preliminary Engineering
- Intergovernmental Coordination
- Funding Pursuit
- Benefit Cost Analysis

In 2021 TGC was hired by four individual clients (St. George Place Redevelopment Authority, the Memorial Heights Redevelopment Authority, the Near Northwest Management District, and the Greater Southeast Management District) to develop Off-System Highway Safety Improvement Program (HSIP) grant applications for submission to the Texas Department of Transportation (TxDOT). TGC’s efforts included developing schematic concepts, safety benefit calculations (using the TxDOT SII calculator) and full application documentation. TGC was successful in securing approximately \$1.75M in federal funding for the implementation of all four projects.

Safe Routes to School and Downtown Revitalization – Waller, TX



Services Provided:

- Advance planning and cost estimating
- Pursuit of funding and grant writing
- Design oversight and related programs support
- Project management and coordination between the City, TxDOT, and other key stakeholders

TGC developed a comprehensive sidewalk program as part of a planning effort completed in 2016 and secured \$1.1M in TxDOT Transportation Alternatives-Set Aside (TASA) funding for sidewalks in Downtown Waller, helping to promote economic development. The City was only required to provide a 6% local funding match for these funds. After funding, TGC managed all phases of project development to include professional services procurement and oversight of design.

MCRA Grant-Eligible Capital Improvement – Houston, TX



Services Provided:

- Program Management of Roadway Projects
- Intergovernmental Coordination
- Compliance and Grant Oversight
- Phase I Environmental Site Assessment Documentation
- Categorical Exclusion Documentation
- Management of Public Engagement Associated with Roadway Projects
- Development of Additional Grant Applications for New CIP Projects

TGC was hired by the Memorial Heights Redevelopment Authority to advance the reconstruction of Shepherd and Durham Drives, two principal arterials with major multimodal access and safety needs. Through a series of applications and through persistence, \$65M was ultimately awarded to the project via two grants – one through the Federal Highway Administration’s BUILD program and another through the Houston-Galveston Area Council. Today, TGC is managing construction administration and compliance efforts for the BUILD-funded project and is working to advance the second phase through the TxDOT process.

Dayton Mobility & Infrastructure Strategy / Roadway Engineering



Services Provided:

- Project Development
- Mobility Planning
- Funding Pursuit and Grant Applications
- Grant Management and Compliance
- Stakeholder Engagement
- Environmental Analysis
- Schematic Design
- Traffic Analysis
- Cost Estimation
- Roadway Engineering

TGC worked with the City of Dayton to develop and analyze priority mobility and infrastructure projects, developing seven projects while applying for discretionary funding opportunities and preparing the required analyses for input into the applications. The City was awarded over \$2.5M.

- **HUD Funded Downtown Improvements:** The funding was awarded through a Texas Department of Agriculture process (state administrator for non-entitlement CDBG resources). TGC assembled the successful application and managed and coordinated project execution successfully.
- **H-GAC Call for Projects:** TGC submitted a roadway extension and widening project for accessibility and congestion mitigation needs.
- **TxDOT Transportation Alternatives/Safe Routes to School (TA/SRTS):** TGC developed two sidewalk projects for submission.
- **FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI):** TGC identified this program as an opportunity to improve existing railroad crossing infrastructure and submitted an application for preliminary engineering of a grade separation and several other network improvements. The City was awarded \$700K. TGC assisted the City in project compliance and grant management.

Client Remarks

“TGC has done a wonderful job for [the Authority] over the last several years. We are happy for them to be a part of our team...Jim and his team have been a key asset in pushing our projects forward.”

Sherry Weesner, President, Memorial Heights Redevelopment Authority

“TGC is action-oriented and has been a difference maker for our community.”

Theo Melancon, City Manager, City of Dickinson, TX

“TGC has been a tremendous asset in the facilitation of long-term planning and development for the City.”

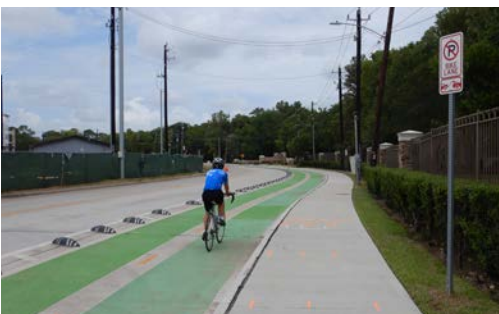
John Isom, Director, Waller Economic Development Corporation

“TGC has worked with the Upper Kirby District for nearly 10 years and has always been responsive, responsible, and an overall pleasure to work with.”

Travis Younkin, Executive Director, Upper Kirby District

“Thanks to Jim Webb and the Team at TGC. They have been an integral part to making these projects a reality!”

Irma Sanchez, Vice President of Projects, Westchase District



TGC Project Areas & Staff

“I have a 10 year history with [TGC] on multiple projects with various sources of federal funds, including CDBG, FTA, EDA, and the local MPO funding through FHWA. They are the best in the City, highly detail oriented, and tend to personally get involved with grantors to understand exactly what their priorities are.”

Patrick Ezzell, Managing Director, Economic Development & Infrastructure, East End District

“Our decision to engage TGC on planning, mobility, and economic development initiatives has been a fantastic investment by the City of Conroe.”

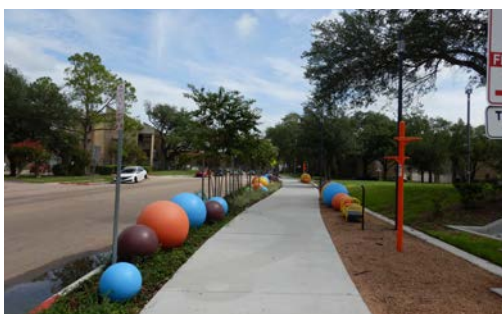
Guy Martin, Former Conroe Council member

“Thanks to the entire Goodman Team for putting together a fantastic plan for this Community.”

Adrian Garcia, Harris County Commissioner

“TGC was integral to the advancing of the concept and planning efforts of the Post Oak Bus Rapid Transit project. I have, and will continue to, recommend TGC and their work.”

John Breeding, Administrator, Uptown Development Authority



TGC Project Areas & Staff

4. Capacity to Perform & Methodology



THE GOODMAN
CORPORATION

Strategy Framework

Funding Program Monitoring

TGC has experience in identifying and successfully pursuing federal funds from all types of grant resources – with an emphasis on competitive discretionary programs. Our process generally includes:

- Meeting proactively with client departments and department managers to understand project needs, projects in development, and potential funding program priorities.
- Monitoring Notices of Funding Opportunity and Availability through a variety of resources. To gather information TGC uses an in-house monitoring system which is inclusive of the following resources:
 - Registry systems in place directly with federal agencies
 - Output emails from Grants.gov
 - Information gathered through national government advocacy organizations such as the National Association of Regional Councils
 - Advance notice indications and information from Congressional offices
 - Paid services which disseminate information relative to programs such as the Inflation Reduction Act and the Infrastructure Investment and Jobs Act (IIJA)

TGC has a track record of bringing unique and novel programs for our clients' consideration as they consider funding programs to pursue. These include lesser-known programs through agencies such as the Environmental Protection Agency, Federal Railroad Administration, and Economic Development Administration. Examples include winning grants through programs such as the State and Tribal Assistant Grant Program (drainage), Areas of Persistent Poverty (EJ planning), and Public Works Assistance Program (waterline improvements).

Funding Opportunities

Entities and opportunities that TGC monitors include, but are not limited to:

- Congressionally directed funding opportunities
- Economic Development Administration
- Environmental Protection Agency
- Federal Emergency Management Administration
- Federal Highway Administration, Federal Transit Administration
- General Land Office
- Houston-Galveston Area Council
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Water Development Board
- National Not for Profits



TGC Project Areas & Staff

Grant Application Development

TGC has an unmatched track record in the successful development of competitive grants. This extends to grants at the regional, state, and federal level. Notable and recent successes include:

- \$850,000 in funding to replenish Conroe’s fixed-route bus fleet through Federal Transit Administration (FTA) funding
- \$20,000 in TxDMV funding for the Conroe Police Department to provide automatic license plate readers
- \$25,000,000 Federal Highway Administration (FHWA) funding for roadway reconstruction in Houston
- \$75,000,000 through the Houston-Galveston Area Council for Conroe’s Old Conroe Road project
- Numerous awards annually through TxDOT’s Transportation Alternatives program for sidewalks and shared use paths throughout Texas
- Approximately \$10M in Federal Railroad Administration (FRA) grants for projects throughout Texas
- \$4M in drainage funding made available through Congressionally Directed Funding

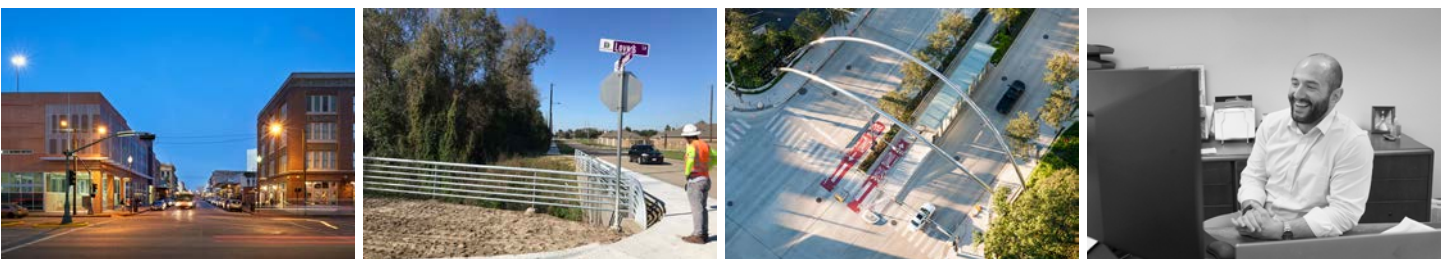
Our success is rooted in our background as transportation and infrastructure planners. We start by understanding a project’s purpose and need which allows us to develop a compelling project narrative and a technical benefit-cost analysis which evaluates the project’s societal benefits. Our work in comprehensive benefit-cost analysis has been applauded by federal and regional agencies. Recently, we were hired by H-GAC to assist them in developing a new methodology for the quantification of air quality benefits for the H-GAC Livable Centers Program.

Grant Administration

Upon award, TGC staff is equipped to coordinate every aspect of the grant administration process, from execution to close out. This is inclusive of National Environmental Policy Act (NEPA) work and Uniform Act assistance. TGC has experience in the completion of Categorical Exclusion (CE) and Environmental Assessment (EA) for projects funded by all federal agencies. Our experience extends to include multiple HUD, EDA, FTA, FRA and TxDOT funded projects.

Following the environmental process, our staff is equipped to administer all aspects of project procurement, compliance, and civil rights. Our experience in this arena includes frequent training of local government employees in these areas. We are happy to provide this service to our clients if these are activities they would like to bring in-house in the future.

Upon project completion, we complete a final audit of all materials and provide them to the client in the form of a digital database – this ensures that all files are kept and retained per federal and state requirements.



TGC Project Areas & Staff

Project Methodology

TGC has experience working with local governments and in assisting them in the pursuit of funding and resultant implementation. TGC will leverage this experience to facilitate the necessary steps and processes for implementation projects. This will generally include:

- Serving as liaison between BBP and the U.S. Housing and Urban Development (HUD) and City of Houston Housing and Community Development Department (HCD) for project related questions critical to a successful implementation.
- Developing the required National Environmental Policy Act (NEPA) documentation specific to the project area of impact.
- Assisting the BBP in outreach efforts to local area businesses and elected officials representing project “beneficiaries.”
- Assisting the BBP in a project kickoff with HUD and HCD, reviewing all project elements, projected project timeline and all HUD and HCD rules and regulations governing the project. TGC will assist the BBP in ironing out any outstanding environmental or compliance issues prior to the start of the project and throughout the duration of the project as needed.
- Facilitating one or more procurements for necessary design and construction phase activities. TGC will complete this work in-house utilizing our Compliance and Civil Rights Manager, who has extensive experience in completing procurements involving several state and federal agencies.
- Completing contract and construction administration activities to ensure compliance with HUD and HCD requirements. Federal requirements typically include Davis-Bacon and minority and women-owned business percentage goals, along with contract administration to review the eligibility of incurred costs and assist the BBP in the submission of documents and reports for cost reimbursement.
- Administrative duties, such as financial tracking and project reporting as required by HUD and HCD.
- Support for acquisition duties, if and when needed.

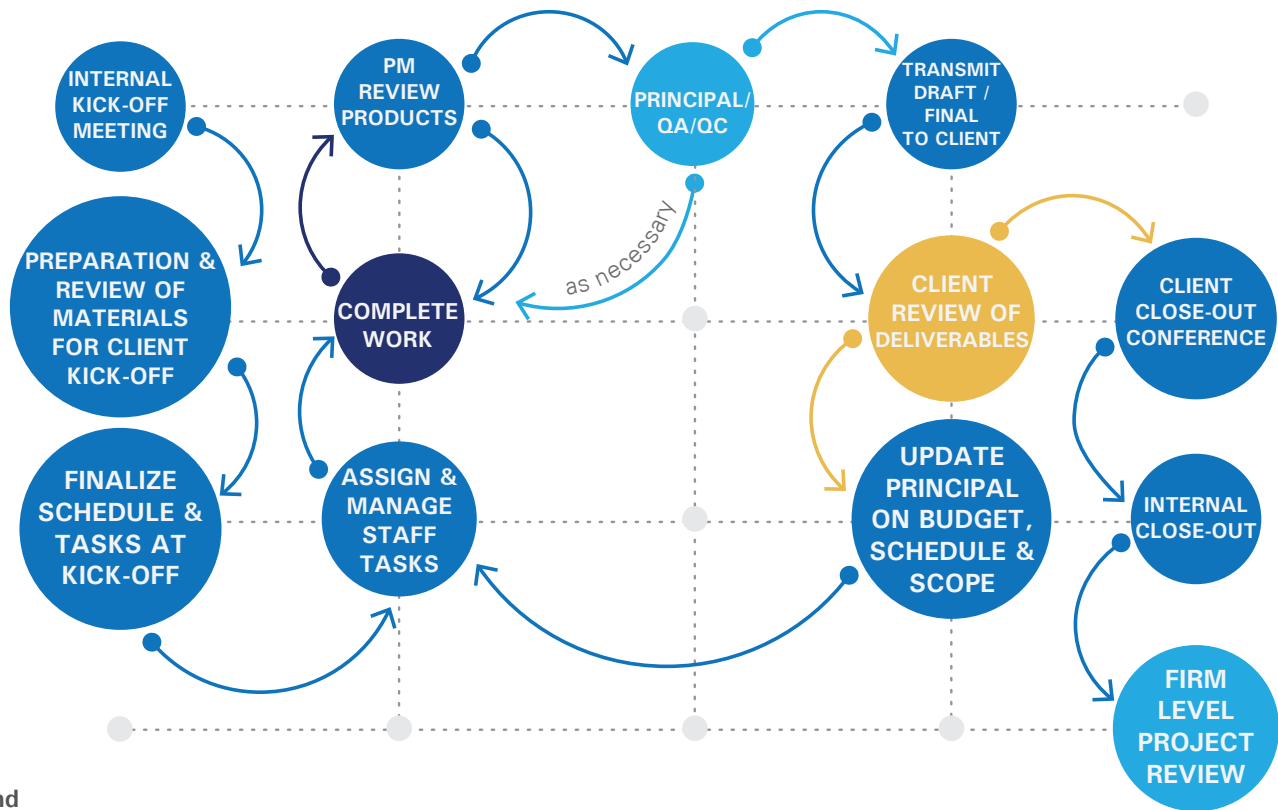
Statement of Service Expectation

TGC is committed to delivering quality projects on time and within budget. At TGC, we have always prided ourselves in being mission-oriented for our clients. This means putting our clients and their projects first and stretching to ensure that our clients and their projects and initiatives are getting every bit of attention needed to meet critical deadlines and reach positive funding decisions. We view ourselves as extensions of staff to ensure that problems are solved before they become issues and that extra steps are proactively taken to improve project outcomes. Functionally, this means:

- Being available via email, Teams, and text
- Flexibility in coordinating meetings
- Responding to e-mail communication within one (1) business day
- Embracing a full and open communication protocol inclusive of overcommunicating rather than under communicating, keeping and providing meeting minutes, and tracking meeting action items and responsibilities
- Coordinating with granting agencies proactively and maintaining positive relationships which extend to the benefit of our client base

Internal quality control for all project components will be completed by Jim Webb, AICP, ENV SP. Greg Goodman, as Project Manager, will review all work products prior to finalization and submission to the client team. Project controls will include accurate tracking and reporting on all aspects of critical business processes, including budgets, meetings, meeting action items, and issues resolution.

Project and Quality Control Framework



Legend

Principal/Firm Tasks PM Tasks Staff Tasks Client Tasks

Staff Roles & Availability

Team Member	Project Role	Title	Availability	Reports to
Greg Goodman	Project Manager (PM)	Vice President	80%	Client
Jim Webb, AICP, ENV SP	Project Principal	Chief Executive Officer	20%	Client
Stephanie Kirschner, AICP	Environmental Technical Lead	Senior Associate & Environmental Specialist	60%	PM
Kara McManus	Civil Rights & Compliance Lead	Civil Rights & Compliance Manager	50%	PM
Ashish Ghosh, PE	Engineering Lead	Principal Engineer	20%	PM
Margaret Palacios	General Administrative Support	Office Administrator	70%	PM

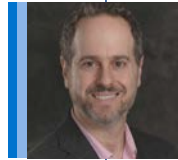
Team Structure

TGC has the capacity to perform all the work identified in this Request for Proposals (RFP), considering all present and projected workloads.

An organizational chart outlining key personnel and their roles in management and service delivery is provided below. Complete staff resumes and certifications are included in this proposal.



- Practice Lead (PL)
- Management
- Administrative

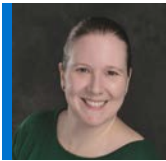


Project Manager
Greg Goodman



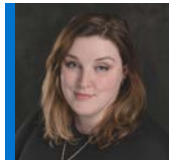
Project Principal
Jim Webb, AICP,
ENV SP

Environmental Technical



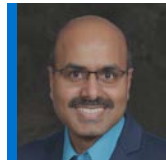
Stephanie Kirschner, AICP

Civil Rights & Compliance



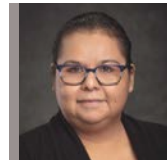
Kara McManus

Engineering



Ashish Ghosh, PE

Administrative



Margaret Palacios

Project Management

We will strive to ensure **quality communication and dialogue** with the BBP. We have demonstrative project management experience, effectively communicating project needs to clients, stakeholders, and local governments. We prepare monthly status reports that will keep clients informed on project activity, task budgets, and information requests/needs. The monthly report typically includes a list of work underway, task objectives, and deliverables accomplished during the concluding period of work.

We consistently ensure project tasks, milestones, schedules, and budgets are coordinated and met, while exploring opportunities that add value to projects, continually **demonstrating leadership** to deliver projects and assist clients with their organizational goals. We understand that **service and responsivity** is an integral part of relationships, and we consider ourselves, where and when appropriate, to be an extension of client staff. We are committed to listening, identifying and anticipating needs, communicating effectively and working transparently to develop projects.

TGC Small Business Enterprise (SBE) Certifications



Project Team Highlights

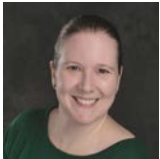
Complete staff resumes are included in this proposal. **Contingency Plan:** In addition to the individuals identified, TGC has other available staff who can be allocated to this project if needed in order to meet the demand for compressed schedules or other needs that arise. Staff includes professional engineers, transportation safety specialists, GIS analysts, traffic analysts, and other specialists.

**Greg Goodman - Project Manager**

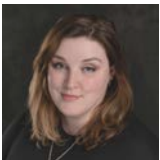
Greg Goodman is the Vice President at TGC. With over 20 years of experience, Greg brings a wealth of industry and company knowledge in procurement and construction administration services and has managed the construction and completed the feasibility and preliminary planning for various pedestrian, roadway, and facility projects throughout Texas. His work ensures every client plans, funds and implements public infrastructure projects in a federally compliant manner. Greg leads construction administration and grant management services and has written several successful state and federal grants, securing substantial funding for related planning, design, and construction activities. Greg holds a Bachelor of Arts degree from Trinity University in San Antonio.

**Jim Webb, AICP, ENV SP - Project Principal**

Jim Webb, AICP, ENV SP, is the Chief Executive Officer at TGC. Jim brings significant experience in transportation planning, economic development, public-private partnership creation, funding pursuit, and overall project management processes. His experience includes work at the Metropolitan Planning Organization and Council of Government level, which provided a comprehensive understanding of how districts, cities, and regions plan, prioritize, and deliver projects. Jim holds numerous TxDOT pre-certifications and additional certifications from FHWA and FTA related to procurement, compliance, and property acquisition. His passion for translating concepts into the built environment has enabled the leverage of significant public and private resources towards project delivery. Jim holds a Bachelor of Fine Arts in Urban and Regional Planning as well as a Master of Public Administration and is a Certified Planner.

**Stephanie Kirschner, AICP - Environmental Technical Lead**

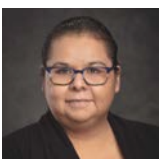
Stephanie Kirschner, AICP is a Senior Associate and Environmental Specialist and is responsible for TGC's environmental work, including National Environmental Policy Act (NEPA) documentation and Phase I Environmental Site Assessments (ESA). As a Certified Planner, she has successfully obtained environmental clearance for hundreds of projects at the federal, state, and local levels. Stephanie enjoys being involved on projects from the earliest stages, performing ESAs on potential sites, through the end, when permitting and environmental approval is received just prior to construction. Stephanie holds a Bachelor of Arts in Earth Science from Boston University and a Master of Urban Planning with an environmental focus.

**Kara McManus - Civil Rights & Compliance Lead**

Kara McManus is the Civil Rights and Compliance Manager at TGC. She is responsible for federal, state, and local compliance for projects, procurements, and transit services for TGC clients. Her focus is on Americans with Disabilities Act (ADA) paratransit plans, Title VI plans, Disadvantage Business Enterprise (DBE) programs, Equal Employment Opportunity (EEO) plans, and other federal and state compliance. Kara's other work and experience includes auditing assistance, procurement, existing conditions inventories and reviews, and project management. Kara holds a Bachelor of Science degree from the University of Texas at Austin.

**Ashish Ghosh, PE - Engineering Lead**

Ashish Ghosh, PE, is the Principal Engineer and leads the engineering team to support planning, detailed design, and construction phase activities. Ashish brings extensive experience working with local public works departments and state departments of transportation on a variety of public infrastructure projects to include roadways, signalization, bicycle, pedestrian, drainage, public transportation, and facility development. Throughout his career, he has acquired significant expertise in developing solution-oriented design concepts, permitting, cost estimating, PS&E preparation, construction support, and project management for multifaceted civil engineering projects. Ashish holds a Master of Civil Engineering and Professional Engineering licenses from several states in the U.S.

**Margaret Palacios - General Administrative Support**

Margaret Palacios is the Office Administrator at TGC. She undertakes administrative and project specific tasks, ensuring the rest of the TGC staff has adequate support to work efficiently. Her involvement includes coordination, assembly, and delivery of project materials, conducting field interviews, procurement, compliance, and assisting in the preparation of public meetings. Margaret enjoys the hands-on interaction and community involvement. She is a member of the American Society of Administrative Professionals (ASAP) and candidate trainee for the Professional Administrative Certification of Excellence (PACE). Margaret holds a Bachelor of Arts degree from Michigan State University.

Key Personnel Resumes



THE GOODMAN
CORPORATION



GREG GOODMAN
VICE PRESIDENT

THE GOODMAN CORPORATION

Greg Goodman is a Vice President at The Goodman Corporation. He has been with the firm since 1999 and has a wealth of industry and company knowledge. Greg completes the feasibility and preliminary planning for active transportation projects, roadway improvements, transit amenities, and hike and bike trails throughout the Texas region. He also manages projects and helps clients pursue discretionary dollars to implement projects. His work ensures that clients plan, fund and implement public infrastructure projects in a federally compliant manner.

AREAS OF EXPERTISE

Construction Administration
Compliance
Pursuit of Funding
Project Management

CONTACT

911 W. Anderson Lane
Suite 200
Austin, TX 78757

(713) 951-7951

ggoodman@thegoodmancorp.com
www.thegoodmancorp.com

EDUCATION

Bachelor of Arts, Psychology, Trinity University

CREDENTIALS

NTI Management of Transit Construction Projects Certification
TxDOT Local Government Project Procedures Certification

PROJECTS & PROFESSIONAL EXPERIENCE

CONSTRUCTION ADMINISTRATION SERVICES

Leads the construction administration services team at TGC, which monitors and regulates all construction activity utilizing federal and state grant funding. Reviews all pay application materials, submittals and change orders as well as ensures that each project meets federal standards throughout the construction process, including compliance with Buy America, Disadvantaged Business Enterprise (DBE) participation, Davis-Bacon Wage Rate standards and other federal and state provisions.

PURSUIT OF FUNDING & PROJECT MANAGEMENT

Secured millions of dollars through multiple local, state and federal grant funding opportunities for various entities throughout the Texas region. Recent grant funding achievements include securing STP-MM funds from the Houston-Galveston Area Council's (HGAC's) Transportation Improvement Program Call for Projects, Disaster Supplemental funding from the Economic Development Administration and TIGER funds from TxDOT's consolidated rural submission for transit facility funding.

Managed project team of engineers and designers towards successful completion of various rural facility development projects. Developed multiple rural facilities, including the Hill Country Transit District (HCTD) Administration Facility in San Saba, TX by securing an earmark and TxDOT funding; Concho Valley Transit (CVT) (formerly CVTD) Administration Facility by securing ARRA and IBC funding; and Central Texas Rural Transit District (CTRTD) Administration and Operations Facility in Early, TX by securing TxDOT and Rural TIGER funding (total planning effort from inception to completion). Secured funding towards design of the Rural Economic Assistance League (REAL) Multimodal Facility in Alice, TX.

PUBLIC ENGAGEMENT

Led public engagement efforts for a variety of project types to include facility, roadway, transit, bicycle, and pedestrian projects. Presented to various City Councils, special district boards, led public meetings and open houses to present a number of planning efforts, including: Texas City Capital finance Strategy, City of Fredericksburg Parking Strategy, Central Texas Rural Transit District (CTRTD) Multimodal Funding Strategy, and others.

GENERAL MOBILITY PLANNING

Has been involved in the development of several mobility plans for TGC clientele, based on their immediate and long-term needs. Incorporated the vision of the client by working with them to develop design concepts, preliminary layouts, conceptual costs, preliminary environmental work, potential benefits and funding and implementation strategies. Developed the Texas City Capital Finance Strategy which prepared several pedestrian and roadway projects for short-term and future funding opportunities.



JIM WEBB, AICP, ENV SP
CHIEF EXECUTIVE OFFICER

THE GOODMAN CORPORATION

Jim Webb, AICP, ENV SP, is the Chief Executive Officer (CEO) at The Goodman Corporation (TGC) and is responsible for the oversight of planning, design, and construction phase activities for several special districts and municipal clients. Jim also plays a strong role in developing and maintaining positive intergovernmental relationships between the TGC client base and their respective project partners. His experience also extends to project and program management, the development of funding and implementation strategies, and compliance with federal rulemaking to include NEPA, Uniform Act, and procurement.

AREAS OF EXPERTISE

Public - Private Partnership
Project Management
Public Administration

CONTACT

3200 Travis Street
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(713) 951-7951

jwebb@thegoodmancorp.com
www.thegoodmancorp.com

EDUCATION

Master of Public Administration, University of Illinois at Springfield
Bachelor of Fine Arts, Urban and Regional Planning, University of Illinois at Urbana-Champaign

CREDENTIALS

American Institute of Certified Planners (AICP)
Envision Sustainability Professional (ENV SP)
TxDOT Local Government Projects Procedures Certification
TxDOT Pre-Certifications: Policy Planning, Systems Planning, Subarea/Corridor Planning, Land Planning/Engineering, Public Involvement
NTI Federal Real Estate Acquisition Certification NTI Procurement Certification
Leadership Houston Class XXXVII, American Leadership Forum Class XLII
Board of Directors, Houston Community College Corrections Committee

PROJECTS & PROFESSIONAL EXPERIENCE

CIP DEVELOPMENT AND FINANCE STRATEGIES

Developed phased approaches to infrastructure planning, design, and implementation based on a variety of financial resources and project priorities. The CIP development process used typically includes a five (5) year time frame for immediate projects and development of a supplemental "long term" list which identifies projects out to a ten (10) year time frame. Experience in incorporating project costs at all phases balanced with program income or other financial resources available (bonds, grants, partnership agreements, etc.) to supplement program costs. Have assisted in the creation of CIP documents for over ten (10) organizations on a regular basis over the last five (5) years. Assist other clients in the development and application of organizational budgets related to capital projects. Led successful pursuit of over \$100 Million in grant funds in last 5 years.

PUBLIC PRIVATE PARTNERSHIPS AND ECONOMIC DEVELOPMENT

Experience in the development of public-private partnership trade-off analysis and associated agreements as consistent with Chapters 380 and 381 (City and County) of the Local Government Code. Includes the development of economic pro-forma analysis to estimate the public benefits of private projects related to ad valorem tax, sales tax, and tax increment generation. Data and analysis applied to the creation of development agreements to support public infrastructure or components of a project which otherwise provide public benefit. Developed economic development strategies and recommendations at municipal and special district level in Texas and Illinois. Work includes the development of market analysis in conjunction with the development of public infrastructure recommendations to support economic development.

MOBILITY PROJECT PLANNING, ANALYSIS AND DEVELOPMENT

Utilizes performance-based planning principles to identify, evaluate, and develop infrastructure projects at a planning and conceptual level for further development in the detail design and engineering phase. Experience and expertise includes stakeholder engagement, the identification of project needs, the development of feasible and beneficial projects, the evaluation of project challenges and benefits, and the comprehensive review of scope elements to deliver a holistic solution. Experience in the development of 100 projects for over 30 public and private sector clients.

TRANSIT PLANNING

Completed transit operational plans and associated analysis for local systems to include the City of Conroe, The Woodlands Township, the Gulf Coast Center, and others in Florida and Illinois. Work completed includes park and ride demand analysis and associated financial component, evaluation and planning associated with bus rapid transit projects, fixed route bus route development, and the advance planning and development of several transit-related facilities. Experienced in coordinating with FTA staff and regional offices on complex topics to include value capture and public-private partnerships.



STEPHANIE KIRSCHNER, AICP
SENIOR ASSOCIATE &
ENVIRONMENTAL SPECIALIST

THE GOODMAN CORPORATION

Stephanie Kirschner, AICP, is a Senior Associate and Environmental Specialist at The Goodman Corporation (TGC). and her responsibilities include environmental assessments, funding pursuit, existing conditions inventories, and technical data analysis. Prior to joining TGC, Stephanie held planning and technical positions in both the private and public sectors. She has completed Categorical Exclusions and Environmental Assessments and assisted on Environmental Impact Statements under NEPA and state regulations on transit, road, and sidewalk projects. Key issues addressed include hazardous materials, cultural resources, and economic impacts.

AREAS OF EXPERTISE

National Environmental Policy Act
Environmental Site Assessment

CONTACT

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(713) 951-7951

skirschner@thegoodmancorp.com
www.thegoodmancorp.com

EDUCATION

Master of Urban Planning, New York University
Bachelor of Arts, Geology, Boston University

CREDENTIALS

American Institute of Certified Planners (AICP)
Member, American Planning Association
TxDOT Pre-Certifications: Land Planning/Engineering, Hazardous Materials Initial Site Assessment, Environmental Document Preparation

PROJECTS & PROFESSIONAL EXPERIENCE

PHASE I ENVIRONMENTAL IMPACT ASSESSMENTS

Completed Phase I ESAs for corridor, sidewalk, transit, and site development/structural projects. Completed hazardous material review per ASTM standards with additional analysis as required per individual agency requirements (Federal Highway Administration, Texas Department of Transportation, Federal Transit Administration, local requirements, etc.) Work includes the coordination and review of soil and groundwater management plans and municipal settings designations.

HISTORIC AND CULTURAL RESOURCE REVIEWS

Completed research and documentation of historic and cultural resource assessments on sites and locations for a variety of public sector projects. Extensive experience in coordinating with Texas State Historic Preservation Office.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTS (NEPA)

Has completed NEPA documentation for projects funded by several federal agencies, including EDA, HUD, FHWA, and FTA. In depth experience in the coordination and completion of all NEPA areas and the necessary coordination and consultation with interagency approval processes.

ENVIRONMENTAL OUTREACH

Experience in preparing and facilitating open houses, meetings with affected property owners, and stakeholder engagement activities.

PERFORMANCE BASED PLANNING

Extensive background in the development of performance-based plans for a variety of public infrastructure projects. Specific expertise in data collection and the provision of desktop environmental risk assessments towards the identification of project challenges/fatal flaws.

GRANT WRITING

Developed grant applications for a variety of statewide and federal programs. Proven track record of success in a variety of programs.

FUNDING RESOURCES GUIDE

Researched, organized and developed resource guide identifying alternative financing opportunities for TGC clients. Included latest in state and federal grant opportunities, categorized by mode and project type.



KARA MCMANUS
CIVIL RIGHTS AND COMPLIANCE MANAGER

THE GOODMAN CORPORATION

Kara McManus is the Civil Rights and Compliance Manager at The Goodman Corporation (TGC), and her focus is on Americans with Disabilities Act (ADA) paratransit plans, compliance, procurement, existing conditions inventories, and project management. She also has experience with environmental analyses, transit demand indices, PLOS improvements, ridership demand, demographic analyses, and GIS.

AREAS OF EXPERTISE

Mobility Planning
 Procurement and Compliance
 Pursuit of Funding

CONTACT

911 W. Anderson Lane
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 Austin, TX 78757

(713) 951-7951

kmcmanus@thegoodmancorp.com
www.thegoodmancorp.com

EDUCATION

Graduate Marketing Certificate Program, Southern Methodist University
 Bachelor of Science, Public Relations, The University of Texas at Austin

CREDENTIALS

Easter Seals Project ACTION People of the Move Online Course Certification
 NTI Certifications (Comprehensive ADA Paratransit Eligibility, Managing the Environmental Review Process, Procurement Series 1 and 3, Disadvantaged Business Enterprise, NTD Urban Reporting, Title VI and Public Transit, Transit Academy)
 TxDOT Title VI Training Certification
 TxDOT Local Government Projects Procedures Certification
 Member, American Planning Association

PROJECTS & PROFESSIONAL EXPERIENCE

COMPLIANCE PLANS AND ACTIVITIES

Created Title VI Plans, Limited English Proficiency (LEP) Plans, Environmental Justice/ Title VI Site Equity Analyses, Disadvantage Business Enterprise (DBE) Program and Goals, Americans with Disabilities Act (ADA) Paratransit Plans, and Equal Employment Opportunity (EEO) plans and completed all related compliance activities in accordance with the federal, state and local guidelines. Assisted clients with the completion and submission of the appropriate regulatory agency. Completed revisions of Plans for FTA concurrence. Provided clients with training to create a deeper understanding of the regulations. Assisted clients through the entirety of oversight reviews by Federal agencies. Clients include: the City of Galveston, the City of Conroe, Gulf Coast Center, the City of Amarillo, Brazos Transit District, The Woodlands Township, Midtown Management District (Houston), Westchase Management District (Houston), Greater Southeast Management District (Houston), Greater Northside Management District (Houston), Near Northwest Management District (Houston), Uptown Houston, and Upper Kirby Management District (Houston).

COMPLIANCE STAKEHOLDER ENGAGEMENT

Conducted stakeholder engagement related to compliance programs, including ADA, DBE, and Title VI Plans. Planned and conducted a public meeting with current and potential users of complementary paratransit service regarding the development of an ADA plan for the City of Galveston. Worked with the Houston Minority Business Development Agency to create proactive DBE outreach activities on behalf of Houston-area clients, including City of Conroe and Houston Management Districts, to notify area DBEs of the DBE certifying process and upcoming procurement and subcontracting opportunities. Held stakeholder roundtables with regional health and human service agencies in Brazoria and Galveston counties regarding a potential major fare change to general demand response services for the Gulf Coast Center. Advised and developed Environmental Justice Equity Analyses for facility construction for the Gulf Coast Center in Brazoria County and conducted the necessary public outreach associated with the analysis.

PROCUREMENT ACTIVITIES

Managed all phases of client's procurements including assessing the needs of the client, procurement preparation and planning, pre-award activities, post-award activities, and closeout. Developed Invitation of Bid (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), and Small Purchases for various procurement types including construction, rolling stock, professional services, design, operations service, technology, and equipment. Ensured bidders or respondents properly complied with all federal, state and local procurement requirements. Develop all background documentation in accordance requirements and maintained procurement files for clients. Assisted clients through the procurement review process required with State funding.



ASHISH GHOSH, PE
PRINCIPAL ENGINEER

THE GOODMAN CORPORATION

Ashish Ghosh, PE, is the Principal Engineer at The Goodman Corporation (TGC). He leads the engineering team to support planning, detailed design, and construction phase activities. He has significant experience working with local public works departments and state departments of transportation on a variety of public infrastructure projects to include roadways, signalization, bicycle, pedestrian, drainage, public transportation, and facility development. He also has extensive experience in conceptual design, permitting, cost estimating, PS&E preparation, construction support and project management for multifaceted civil engineering projects.

AREAS OF EXPERTISE

- Project Management
- Concept Development & Planning
- Infrastructure Improvement
- Stormwater Management
- Sustainable BMP Design
- Roadway and Site Design
- Cost Optimization
- Construction Support
- Vendor Management

CONTACT

3200 Travis Street
Suite 200
Houston, TX 77006

(713) 951-7951

aghosh@thegoodmancorp.com
www.thegoodmancorp.com

EDUCATION

Master of Science in Civil Engineering, University of Missouri - Kansas City
Bachelor of Science in Civil Engineering, Jalpaiguri Government Engineering College, India

CREDENTIALS

Registered Professional Engineer in Multiple States including Texas
TxDOT Local Government Projects Procedures Certification
Member, ASCE, Texas Section - Houston Branch

PROJECTS & PROFESSIONAL EXPERIENCE

PROJECT MANAGEMENT

Manages project team of engineers and designers to complete engineering design tasks in Design-Bid-Build or EPC projects. Responsibilities include managing schedule, budget, and resources for design activities, permit application, coordinating with multidiscipline engineering staff, PMO, architect, environmental and geotechnical consultants, and supporting contractors and clients. Prepares schedules, site inspection reports, change orders, RFIs, monthly invoices and projections. Prepares RFQ and bid documents. Experienced in quote comparison, contract negotiation, and managing contracts throughout the life of the project.

INFRASTRUCTURE DESIGN

Experienced in diverse public infrastructure improvement projects to include roadways, signalization, bicycle, pedestrian, drainage, public transportation, and facility development for local public works departments and state departments of transportation. Designs roadways, intersection improvements, parking facilities, accessibility, grading, storm drainage, and sanitary sewer. Coordinates with other disciplines and utility providers for the proposed location or relocation of utility lines, such as buried pipes, duct-banks, above ground/ underground cables etc. Develops concept layout, prepares detailed design, estimates, technical specifications, and design reports. Reviews deliverables to assure quality, reviews shop drawings, and provides technical supports during construction. Experienced in construction phasing, scheduling, and traffic control design to maintain traffic flow and essential access to critical utilities during construction. Experienced in collaborating with prime consultants and managing sub-consultants in large projects involving roadway bridges, power plants, waste water treatment plans, substation and battery storage facility etc. Experienced in performing design and preparing drawing utilizing AutoCad/Civil 3D and Microstation/Geopak software.

SUSTAINABLE STORMWATER MANAGEMENT

Proficient in implementing sustainable design for roadway improvements and site developments in collaboration with landscape architect. Performs storm drainage analysis and implement innovative solutions to comply with local and federal requirements and to optimize construction cost. Experienced in performing hydrologic and hydraulic (H&H) analysis, above ground/underground detention/retention system design, flood mitigation, channel protection and determining maintenance requirements for BMPs (Best Management Practices) for sediment and erosion control systems. Familiar with LEED rating system, and designed projects to implement LEED credits.

PERMIT MANAGEMENT

Experienced in permit application and follow through to obtain various permits required for the project, such as NPDES permit, General Construction permit, Stormwater Management permit, Site Certification permit, 401 and 404 permits etc.

VALUE ENGINEERING

Expert in applying unique solutions for developing concept design and bottoms-up cost estimates. Efficient in collaborating with other disciplines and stake holders to explore innovative solutions and to reduce overall project cost.



EDUCATION

Bachelor of Arts in Communication, Michigan State University
Minors in Psychology and Sociology

CREDENTIALS

Member, American Society of Administrative Professionals (ASAP)
Candidate Trainee, Professional Administrative Certification of Excellence (PACE)

MARGARET PALACIOS
OFFICE ADMINISTRATOR

THE GOODMAN CORPORATION

Margaret Palacios is the Office Administrator at The Goodman Corporation. She supports firm operations by maintaining TGC offices and assisting staff through various administrative and project support roles. She is a key staff member in construction administration and compliance services. She also produces external mailers for clients, coordinates letters of support requests for project backing, coordinates the assembly and delivery of project materials, conducts field interviews, and assists in the preparation of public meetings.

AREAS OF EXPERTISE

- Administrative Support
- Interpersonal Communication
- Client Relations
- Retail Operations & Sales
- Information Management
- Data Entry

CONTACT

3200 Travis Street
Suite 200
Houston, TX 77006

(713) 951-7951

mpalacios@thegoodmancorp.com
www.thegoodmancorp.com

PROJECTS & PROFESSIONAL EXPERIENCE

CONSTRUCTION ADMINISTRATION

Assists the TGC construction administration practice in overseeing and regulating construction activities employing state and federal grant funding, with efficient completion of construction projects by executing administrative tasks. Reviews certified pay application materials to verify work conducted throughout the construction process. Experience in monitoring Federal labor standards compliance by conducting Davis-Bacon Wage Rate interviews for Shepherd/Farnham Pedestrian-Transit Improvements, Memorial Heights Redevelopment Authority Shepherd, Durham, and various reconstruction projects

PUBLIC/STAKEHOLDER OUTREACH AND ENGAGEMENT

Supported in the organization and facilitation of in-person and online stakeholder engagements, public meetings, walk audits, and surveys for various projects, including the Greater Northside Management District Northside on the Move and Dickinson Performance Based Mobility Plan. Generates and assists in the creation of printed materials and promotional materials. Coordinate and participate in off-site outreach opportunities such as community meetings and events.

ADMINISTRATIVE SUPPORT AND COLLABORATION LEAD

Senior Administrative Assistant with experience enhancing executive productivity and managing business operations for 13 years to C-level executives and vice presidents for four retail energy subsidiaries of a leading power company. A senior support member for multiple departments and large staffs, such as Multi-Brand, Performance Management, Residential Sales, and Customer Support. Composed and arranged agendas and calendar scheduling for upper management. Held the role of the creator, recorder, timekeeper, and participant of departmental meetings and conferences to create dynamic and rewarding encounters. As a senior member of the administrative staff, coordinated projects and events such as Earth Day celebrations, Trees for Houston tree plantings, award ceremonies, discussion forums, and business travel coordination for leadership. Regulated and operated document practices by reviewing files, records, and critical information to confirm accuracy, implement, and comply with company policies and procedures. Collaborated with management to identify and lead areas of improvement for supporting staff and operations teams. Served as the "go-between" for internal and external stakeholders to provide updated project status and performance reports to executive leadership. Developed and delivered customer communication to appropriate department personnel and offered information to resolve inquiries resulting in a boost in customer satisfaction. Efficient in several computer software programs as well as fluent in both English and Spanish.

INVOICING/ACCOUNT PROCESSING

Vital member of an accounts payable pilot program to launch new business-to-business transaction systems. Aided and implemented new corporate SAP, merging operations and spending functionalities. Assessed rates for product services and calculated invoice payments using operating systems such as Ariba and SAP for cost effective disbursement. Pioneered, researched, and improved corporate credit card processing and procedure resulting in centralized banking services, late fee payment elimination, and money saving measures. Facilitated property lease agreements, timely rent, and utility payments for four remote office locations. Upheld and verified weekly, monthly, quarterly, and annual expenditures for products and services to manage and streamline receivables and tracking.

5. Proposed Cost



THE GOODMAN CORPORATION

Proposed Cost of Services

Services	Cost
<p>Project/Grants Management TGC will manage the project from kickoff through completion, providing administrative oversight throughout the project, as per the requirements of the grant, including any coordination with HUD, City of Houston Housing, and Community Development Department. This includes coordination and assistance related to any property transfers.</p>	\$40,000
<p>Grant Execution TGC will assist in ensuring proper execution of the CDBG and will manage the draws and reimbursement, following all federal grant guidelines.</p>	\$15,000
<p>Environmental The scope of work will be classified as an environmental assessment based on HUD criteria. This will require public notification and a full analysis inclusive of noise, air quality, and cultural resources. The estimated cost for this component of the scope is \$65,000. Additional coordination with HUD will be required to determine the extent of analysis required. This price can be modified based on HUD consultation.</p>	\$65,000
<p>Procurement Oversight (A/E, Construction) TGC will provide federal compliance oversight on behalf of the Partnership to ensure that the procurement process meets all federal guidelines as per 2 CFR 200.</p>	\$30,000
<p>Construction Administration and Compliance TGC will provide contract administration for both procurements, reviewing all invoices and pay application documentation to ensure compliance with all federal provisions as required by the grant.</p>	\$100,000
<p>Grant Reporting and Close Out TGC will complete and submit all reporting as required by the grant. TGC will assist in closing out the project and submitting all materials related to the project for retention by the Partnership.</p>	\$15,000
Total	\$265,000



GOODMAN CORPORATION, THE

Unique Entity ID VXDQMJ5T1ML3	CAGE / NCAGE 7C2Q9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 20, 2024	
Physical Address 3200 Travis ST STE 200 Houston, Texas 77006-3654 United States	Mailing Address 3200 Travis ST STE 200 Houston, Texas 77006 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 07	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Mar 23, 2023	Submission Date Mar 21, 2023	Initial Registration Date Feb 9, 2015
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Entity Dates

Entity Start Date Jun 29, 1981	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

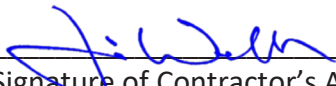
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, The Goodman Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jim Webb, AICP, ENV SP CEO

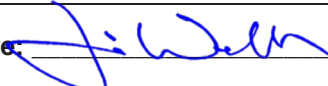
Printed Name and Title of Contractor's Authorized Official

4/24/2023

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Subawardee ier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Jim Webb, AICP, ENV SP</u> Title: <u>CEO</u> Telephone No.: <u>713-951-7951</u> Date: <u>4/24/2023</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	





Division for Enterprise Development

Public Works Institute

certifies that

Ashish Ghosh


has successfully completed

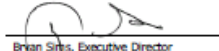
Local Government Project Procedures Qualification #82812

VIR, TX
March 3-4, 2021
Training Hours: 12.0
CEUs: 1.20

Certificate expires 3 years after
the completion of the class.




Ernesto Carrizal -Instructor


Bryan Sims, Executive Director



Division for Enterprise Development

Public Works Institute

certifies that

Kara McManus

has successfully completed


Local Government Project Procedures Qualification #91737

VIR, TX
December 14-15, 2022
Training Hours: 12.0
CEUs: 1.20

Certificate expires 3 years after
the completion of the class.




David Hearnberger -Instructor


Cassandra Smith, Executive Director



ENVISION™

JIM WEBB

ENVISION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability
Professional credential upon successful
completion of the requisite training and exam.

Oct 16, 2020

Issued On

Oct 16, 2023

Valid Through



Anthony O. Kane, President and CEO
Institute for Sustainable Infrastructure





5/26/22, 8:40 AM

<https://www.dot.state.tx.us/des/ccis/reports/K840142F.TXT>

26, 2022 FIRM PRE-CERTIFICATION STATUS REPORT AS OF MAY
PAGE 1

<<FIRM REPORT>>

FIRM NAME: THE GOODMAN CORPORATION

FIRM SEQUENCE NUMBER: 00004209

 PRECERTIFICATION CATEGORIES - APPROVED

CATEGORY OF WORK	CATEGORY PRE-CERTIFICATION DATE	CATEGORY OF WORK DESCRIPTION
1.1.1	4/21/2015	Policy Planning
1.2.1	4/21/2015	Systems Planning
1.3.1	4/9/2015	Subarea/Corridor Planning
1.4.1	4/21/2015	Land Planning/Engineering
1.5.1	4/28/2022	Feasibility Studies
1.7.1	5/23/2022	Traffic Demand Modeling
1.8.1	9/13/2019	Public Involvement
2.3.1	10/25/2006	Wetland Delineation
2.13.1	3/13/2017	Hazardous Materials Initial Site Assessment
2.14.1	9/1/2021	Environmental Document Preparation
4.2.1	1/25/2022	Roadway Design
7.1.1	4/28/2022	Traffic Engineering Studies
7.3.1	4/28/2022	Traffic Signal Timing
7.4.1	5/9/2022	Traffic Control Systems Analysis, Design And Implementation

26, 2022 FIRM PRE-CERTIFICATION STATUS REPORT AS OF MAY
PAGE 2

<<FIRM REPORT>>

FIRM NAME: THE GOODMAN CORPORATION

FIRM SEQUENCE NUMBER: 00004209



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 **THE GOODMAN CORPORATION**

THEGOODMANCORP.COM

ATTACHMENT C – SCOPE OF SERVICES AND BUDGET



**THE GOODMAN
CORPORATION**

HOUSTON:	AUSTIN:
3200 Travis Street	911 W. Anderson Lane
Suite 200	Suite 200
Houston, TX 77006	Austin, TX 78757

**PROJECT
SCOPE**

PHONE: (713) 951-7951

THEGOODMANCORP.COM

Buffalo Bayou Partnership Marron Park Way – CDBG – MIT Compliance and Management

Task 1 – Grant Initiation and Execution

TGC will coordinate with the City of Houston, the General Land Office (GLO), US Department of Housing and Urban Development (HUD), BBP, and any other agencies as necessary to receive, review, and document the initial grant agreement between the agencies. This will include, if necessary, establishing the BBP in Login.gov, updating the System for Award Management (SAM), and other databases as necessary for grant management, reporting, and financial disbursement. TGC will coordinate all activities on behalf of the BBP, working in concert with the BBP’s Administrator and Legal Counsel. TGC will coordinate and manage all activities through funding coordination, allocation, and initial execution of a grant agreement. In this task TGC will also assist the BBP in compliance related to property acquisition and transfers.

Task 2 – National Environmental Policy Act (NEPA) – Categorical Exclusion

This project assumes a level of effort commiserate with a Categorical Exclusion (CE). TGC will complete the project documentation and reporting required for a clearance determination through the NEPA process. TGC will complete the following analysis, as required by HUD: species and habitat analysis, initial submittal to the State Historic Preservation Office (SHPO) for historic and archaeological resources, assessment of impacts to wetlands and water resources, and an Environmental Justice assessment, and will prepare other documentation related to rights-of-way, land use, farmland soil, utilities, community impacts, air quality, cumulative and indirect impacts, and visual aesthetic impacts as needed. TGC will submit all documentation to HUD, the Texas Historical Commission, and other regulatory agencies as necessary and appropriate. This task excludes the facilitation of a public meeting, completion of Phase I and Phase II Environmental Site Assessments for City of Houston review, archeological or historic surveys beyond the initial SHPO submittal, air quality analysis beyond CE level (i.e., hot spot, mobile source air toxics, or carbon monoxide traffic air quality analysis), wetland and/or stream delineation, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation, Coast Guard permitting, traffic analysis, or noise analysis.

Task 3 – National Environmental Policy Act (NEPA) – Additional Items

This task will be utilized if TGC needs to complete a public meeting, additional archeological or historic surveys beyond the initial SHPO submittal, air quality analysis beyond CE level, wetland and/or stream delineation, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation, Coast Guard permitting, traffic analysis, or noise analysis and/or additional activities related

to an Environmental Assessment. This task will also be utilized for the compilation of Environmental Assessment documentation.

Task 4 – Procurement Assistance

Through the procurement phase, TGC will complete the following:

- Coordinate with the BBP in the preparation of the project manual, federal and/or state pre-award certifications, federal contract clauses, solicitation documents, and materials per HUD requirements.
- Prepare and maintain the procurement file to include information on procurement history, independent cost estimate (ICE), Disadvantaged Business Enterprise (DBE) outreach and requirements, advertisement, evaluation process/criteria, and a written summary of the evaluation process for the procurement record.
- Coordinate advertisement language with the BBP, facilitate advertisements through periodicals and CivCast.
- Participate in project pre-bid meetings.
- Review bids for responsibility and responsiveness including debarment checks.
 - If the procurement is determined to be a Request for Proposal instead of an Invitation for Bids, assist the evaluation committee with the selection process.
- Coordinate with BBP Administrator and Legal Counsel on the development of compliant contract documents for execution.
- Coordinate on the submittal of information pre- and post-letting/award for necessary review and approvals.

This scope of work includes two procurements – one procurement for architecture and engineering services, and a second procurement for construction phase activities.

Task 5 – Project/Contracts Administration and Compliance

Through contract phase, TGC will complete the following:

- Attend the project meeting to address project compliance related items; develop and maintain monthly tracking log of overall project costs, federally eligible costs, minority/small/women-owned business enterprise participation, Buy America, Davis-Bacon, Section 3, and other documentation pertinent to federal compliance.
- Review monthly submittals and verify accurate project progress per grant requirements.
- Monitor and ensure prompt payment of subcontractors (30 days to pay prime, prime has 10 days to pay subcontractors upon receipt of payment, per State of Texas law which is more restrictive than federal law).
- Review requests for project related change orders and coordinate with the BBP to produce an ICE per grant requirements; review ICE and document for the file; and ensure comparison with a similar format ICE from the general contractor.
- Organize and finalize contract close out documentation and prepare files for BBP records.

Task 6 – Lifecycle Reporting and Disbursement Assistance

TGC will provide grant management support to include the completion of federal milestone progress reports, federal financial reports, and other associated documentation as necessary to meet grant

requirements. TGC will complete the following activities to facilitate the BBP’s compliance with grant management requirements.

- Gather information and submit quarterly reports on 1) project progress and 2) financial expenditures.
- Coordinate and manage access to federal financial systems so that requests for reimbursement for eligible costs can be submitted.
- In coordination with BBP President and Bookkeeper, verify payment to contractor and submit payment reimbursements monthly.
- Provide the HUD Division Office point of contact with project-specific information for required monthly reports.
- Coordinate with City/GLO/HUD point of contact if project scope, schedule, and/or budget modifications require an amendment to the grant agreement – completion of required amendments.
- Maintain and update the grant period of performance as required.
- Complete grant close-out process upon project completion.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs (travel, overhead, printing, etc.)

BUDGET SUMMARY		
TASK	DESCRIPTION	COST
1	Grant Initiation and Execution	\$15,000
2	National Environmental Policy Act – Categorical Exclusion	\$35,000
3	National Environmental Policy Act – Additional Items	\$30,000
4	Procurement Assistance	\$30,000
5	Project/Contract Implementation	\$100,000
6	Lifecycle Reporting and Disbursement Assistance	\$55,000
	Total	\$265,000

ATTACHMENT D – INSURANCE REQUIREMENTS FOR CONTRACTORS

Revised: 10/4/2022

INSURANCE EXHIBIT

Insurance Requirements for Contractors

All contractors or subcontractors, in either case, whose contracts exceed \$100,000 shall provide proof of coverage meeting at a minimum all requirements set forth in this exhibit and name BBP, City, County, and Kinder Foundation and each of its and their agents, officers, directors, officials, legal representatives, employees and assigns as additional insured parties. The amount of liability coverage must be commensurate with the amount of the contract, but no less than \$500,000 per claim.

Coverage	Limit of Liability
(1) Workers' Compensation:	Statutory Limits for Workers' Compensation
(2) Employer's Liability:	<ul style="list-style-type: none"> • Bodily Injury by Accident \$1,000,000 (each accident) • Bodily Injury by Disease \$1,000,000 (policy limit) • Bodily Injury by Disease \$1,000,000 (each employee)
(3) Commercial General Liability: Including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury; and Products and Completed Operations coverage	Bodily Injury and Property Damage, Combined limit of \$1,000,000 (each occurrence), and \$2,000,000 aggregate
(4) Automobile Liability Insurance:	\$1,000,000 combined single limit each occurrence
(5) Builder's Risk, during Construction	Full replacement cost of all improvements
(6) Property insurance on completed Projects maintained by BBP, <u>excluding</u> Gregg Street Bridge and Japhet Creek Bridges with City and/or County, as applicable, to be identified as named insured for property owned by such Party.	\$2,000,000 combined single limit each occurrence.
(7) BBP will require Professional Liability, for design and engineering contracts in excess of \$100,000	\$1,000,000 per claim
<p>Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.</p>	

Revised: 10/4/2022

Additional Insurance Requirements.

Forms of Policies. The insurance may be in one or more policies of insurance.

Certificates. The insurance coverages may be represented in one or more certificates of insurance. It is agreed, however, that nothing included within or omitted from the insurance certificates shall relieve the Party from its duties to provide the required coverage hereunder.

Issuers. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas issued by the Texas Board of Insurance and a rating of at least “B+” and a financial size of Class VI or better in the most current edition of Best’s Insurance Reports. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered.

Additional Insured. Each policy, except those for Workers’ Compensation and Employer’s Liability, must name BBP and its agents, officers, directors, officials, legal representatives, employees and assigns, the City and its agents, officers, directors, officials, legal representatives, employees and assigns, the County and its agents, officers, directors, officials, legal representatives, employees and assigns, and Kinder Foundation and its agents, officers, directors, officials, legal representatives, employees and assigns as additional insured parties on the original policy and all renewals or replacement during term of this Agreement and for a period of at least two (2) years after the completion of the work contemplated by this Agreement.

Cancellation. Contractor shall notify BBP in writing not less than 30 days before cancellation of any policy and shall give written notice to BBP within 5 days of the date upon which total claims by any party against BBP reduce the aggregate amount of coverage below the amounts required by this Agreement. BBP shall notify the Directors in writing to any cancellation or material change to BBP’s insurance coverage. Within the 30-day period, BBP shall provide other suitable policies in lieu of those about to be canceled or non-renewed so as to maintain in effect the required coverage. If BBP does not comply with this requirement, each Director, at his or her sole discretion, or Major Donor may immediately suspend BBP from any further performance under this Agreement and begin procedures to terminate for default.

Subrogation. Each policy must contain an endorsement to the effect that the insurer waives any claim or right in the nature of subrogation to recover against BBP the City, its officers, agents or employees; County, its officers, agents or employees; and the Major Donor, its officers, agents or employees.

Endorsements. Each policy, except for Workers’ Compensation, must contain an endorsement that such policy is primary insurance to any other insurance available to BBP, the City, County and the Major Donor as an additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Buffalo Bayou Partnership
East Sector Park Project Standards

Revised: 10/4/2022

Premiums. Contractor shall pay all insurance premiums for the policies it holds, if applicable, and BBP, the City, County and the Major Donor shall not be obligated to pay another Party's premiums.

Proof of Insurance. Upon request, copies of all policies referred to above, certified by the attorney-in-fact issuing them, together with written proof that the premiums have been paid, shall be deposited as applicable. Further, to the extent that any Party self-insures its obligations hereunder, it shall provide a self-insurance letter or similar description of its insurance program to a Party or to Major Donor upon request from time to time.

Contractor Indemnification. BBP, City, County, and each Project Manager shall require that each contract or agreement with any contractor or subcontractor, in either case, whose contract exceeds \$100,000 to include an indemnification provision substantially in the form attached hereto in the **FORM OF INDEMNIFICATION LANGUAGE** following that expressly identifies each of BBP, City, County, and Major Donor and each of its and their and its agents, officers, directors, officials, legal representatives, employees and assigns as a beneficiary of such indemnity by such contractor or subcontractor.

WAIVER OF SUBROGATION AND RIGHT OF RECOVERY.

ANYTHING TO THE CONTRARY IN THIS AGREEMENT NOTWITHSTANDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BBP WAIVES ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION OR SUBROGATION AGAINST CITY, COUNTY, MAJOR DONOR AND THEIR RESPECTIVE AFFILIATES, PARTNERS, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR REPRESENTATIVES FOR ANY DAMAGE TO THE PREMISES AND/OR THE IMPROVEMENTS, TO THE EXTENT THAT SUCH DAMAGE IS DUE TO AN INSURED CASUALTY REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF CITY, BBP, COUNTY, MAJOR DONOR, THEIR AFFILIATES OR THEIR PARTNERS, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR REPRESENTATIVES OR ASSIGNEES.

Revised: 10/4/2022

FORM OF INDEMNIFICATION LANGUAGE

GENERAL INDEMNIFICATION OBLIGATION OF CONTRACTOR. Subject to the second paragraph of this Section [•], Contractor hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of Contractor, its Subcontractors, or otherwise, and to all property, caused by, resulting from, arising out of or occurring in connection with the execution of the Work. Except to the extent expressly prohibited by statute or other non-waivable applicable law, should any Claims (as hereinafter defined) for such damage or injury (including death resulting therefrom) be made or asserted, **WHETHER OR NOT SUCH CLAIMS ARE BASED UPON THE OWNER'S OR INDEMNITEES' (AS DEFINED BELOW) ALLEGED STRICT LIABILITY AND REGARDLESS OF WHETHER THE CLAIMS INCLUDE ALLEGATIONS OF OWNER'S OR INDEMNITEES' SOLE OR CONTRIBUTORY NEGLIGENCE OR PARTICIPATION IN THE WRONG OR BREACH OF A STATUTORY DUTY OR OBLIGATION, IT BEING THE EXPRESS INTENT OF THE PARTIES HERETO THAT THE CONTRACTOR SHALL INDEMNIFY OWNER AND THE INDEMNITEES FOR ITS OR THEIR SOLE OR CONTRIBUTORY OR NEGLIGENT ACTS**, Contractor agrees to indemnify and save harmless Owner, Architect, City of Houston, Texas, Harris County, Buffalo Bayou Partnership, a Texas non-profit corporation, Kinder Foundation, a Texas non-profit corporation, and each of their respective officers, agents, servants and employees, (collectively referred to hereinafter as "Indemnitees") from and against any and all such claims, and further from and against any and all loss, cost, expense, liability, damage or injury, including legal fees and disbursements, court costs, costs of experts and other witnesses and other costs of defense (collectively, "Claims"), that any of the Indemnitees may directly or indirectly sustain, suffer or incur as a result thereof; and Contractor agrees to and does hereby assume, on behalf of each of the Indemnitees, the defense of any action at law or in equity which may be brought against Indemnitees, upon or by reason of such Claims and to pay on behalf of all of the Indemnitees, upon its demand, the amount of any judgment that may be entered against the Indemnitees, in any such action. In the event that any such Claims arise or are made, asserted, or threatened against any of the Indemnitees, then Owner shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify such Indemnitees, from and against any and all such Claims including legal fees or disbursements, or Owner in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefor.

ATTACHMENT E – LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

MWBE

1. Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 14% MWBE value of this Agreement to MWBEs ("Stated MWBE goal"). The Contractor shall identify the M/WBE participation level to equal at least 14% for this project. If the Contractor is a certified MBE or WBE, Contractor may count toward goals the work that it commits to perform with its own work force, capped at 50% of the total advertised goal. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them.

For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date of this Agreement and each anniversary thereof. If the term of this Agreement exceeds one Contract Year and Contractor's MWBE participation level in a Contract Year is less than the Stated MWBE goal, then within 30 calendar days of the end of each Contract Year Contractor must provide a written explanation to both the Director and Office of Business Opportunity Director ("OBO Director") of the following: (1) the discrepancy between Contractor's MWBE participation level and the Stated MWBE goal, (2) the reason for the discrepancy, and (3) Contractor's good faith efforts (in accordance with the City's policy) towards achieving the Stated MWBE goal. As part of the good faith efforts assessment, the OBO Director may consider Contractor's failure to timely submit the notice or explanation required by this provision and the OBO Director may impose sanctions or other penalties on Contractor for said failures in accordance with Chapter 15 of the Code of Ordinances, OBO's policies and procedures, and the City's good faith efforts policy.

Contractor shall maintain records showing:

- a. Subcontracts and supply agreements with Minority Business Enterprises;
- b. Subcontracts and supply agreements with Women Business Enterprises;
- c. Subcontracts and supply agreements with Small Business Enterprises (if any);
- d. Written confirmation from MWBE subcontractors and suppliers that they are participants on the contract; and
- e. Specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the OBO Director in the form and at the times he or she prescribes.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

- a. [Name of MWBE subcontractor] shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this

provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

b. Within five (5) business days of execution of this subcontract, Contractor [prime contractor] and Subcontractor shall designate, in writing, to the City of Houston's OBO Director ("the OBO Director") an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street, mailing address, phone number, and email address of such agent.

c. After reasonable attempt(s) to resolve disputes between the parties involving the terms, covenants, or conditions of this subcontract, a request for dispute resolution may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution services in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

SECTION 3

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").

The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.

The Award Recipient, Contractor, or Development Owner agrees to send to each labor organization or representative of workers with which the Award Recipient, Contractor, or Development Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Award Recipient, Contractor, or Development Owner's commitments under this section of the Contract and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

The Award Recipient, Contractor, or Development Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3

Regulations. The Award Recipient, Contractor, or Development Owner will not subcontract with any subcontractor where the Award Recipient, Contractor, or Development Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

The Award Recipient, Contractor, or Development Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Award Recipient, Contractor, or Development Owner's obligations under Section 3 Regulations.

Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

PAY OR PLAY

Purpose. The purpose of the City of Houston's Pay or Play Program is (a) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and (b) to recognize and account for the fact that there are costs associated with the health care of the uninsured. The requirements and terms of the Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. In the event of a conflict between Executive Order 1-7 and this section, Executive Order 1-7 shall control.

(2) Covered Employees. The Pay or Play Program applies to employees of a Contractor and its subcontractor, including contract labor, who are over age 18, work at least 30 hours per week, and work any amount of time under this Agreement or under an associated subcontract ("Covered Employees"). Contractor may submit a Pay or Play Program Employee Waiver Request (POP 8 Form) for individual employees that meet the stated criteria. The Director of the City's Office of Business Opportunity (OBO Director) will review POP 8 Forms and either approve or disapprove the requested waiver at his or her sole discretion.

(3) Consent. Contractor acknowledges and agrees to comply with the Pay or Play Program and its requirements as evidenced in Exhibit ____, Pay or Play Program Acknowledgment Form (POP 1 Form).

(4) Election of Pay or Play. Contractor has elected to either "Pay" or "Play" as evidenced in Exhibit ____, Pay or Play Program Certification of Agreement (POP 2 Form).

(a) If Contractor elects to "Pay," Contractor shall contribute \$1.00 per covered employee per hour for work performed under this Agreement as set forth in POP 2 Form. Contractor agrees to submit Pay or Play Program Contractor / Subcontractor Reporting Form – Pay Option (POP 5 Form) on a monthly basis along with its payment. Contractor shall submit an initial POP 5 Form with the second invoice. Payments based on monthly reports are due with submission of the

following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted with the POP 5 Form.

(b) If Contractor elects to "Play," Contractor shall, as set forth in POP 2 Form, offer to Covered Employees health benefits which meet or exceed the following standards: (i) The employer contributes no less than 75% of the total premium costs per covered employee per month toward the total premium cost; and (ii) The covered employee contributes, if any amount, no greater than 25% of the total monthly premium costs. Contractor agrees to provide proof of coverage, including documentation from insurance provider and names of Covered Employees using Pay or Play Program Contractor / Subcontractor Reporting Form – Play Option (POP 7 Form) on a quarterly basis. If Contractor is self-insured, Contractor may submit Pay or Play Program Compliance for Self Insured Contractor (POP 9 Form). The OBO Director will review the POP 9 Form and either approve or disapprove the requested at his or her sole discretion.

(c) Contractor may change its election at any time by submitting a new POP 2 Form at least 30 days in advance of it taking effect as long as Contractor is either "Paying" or "Playing" during the entire Contract Term.

(5) Subcontractors. Contractor must submit Pay or Play Program List of Subcontractors (POP 3 Form) within 7 days of receiving a Notice to Proceed. Contractor is responsible for compliance with Subsection (4) on behalf of Covered Employees of subcontractors, including its own contract labor, with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of POP 2 Form, and either POP 5 Form with payment (Pay), or POP 7 Form with supporting documentation (Play). Contractor must also require its subcontractors to maintain the same records as Contractor and cooperate in any audit or inspection in accordance with this Agreement.

(6) Compliance and Enforcement. The City's Office of Business Opportunity and Contract Compliance Office will audit Pay or Play Program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines, penalties and debarment. All of the above POP forms, as they may be amended from time-to-time, can be downloaded from: <http://www.houstontx.gov/obo/Pay-Or-Play-Forms>. If any information submitted is found to be incorrect, misleading, or submitted coercively, any waiver or request will be null and void, cancelled retroactively, and Contractor will be required to pay in accordance with Subsection(4)(a) above as determined by the OBO Director.